

<i>SERFF Tracking Number:</i>	<i>ACEH-125952534</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>ACE American Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>08-CIM-2008018</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0000 Inland Marine Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>08-CIM-2008018</i>		
<i>Project Name/Number:</i>	<i>Builders Risk Coverage/08-CIM-2008018</i>		

Filing at a Glance

Companies: ACE American Insurance Company, ACE Fire Underwriters Insurance Company, ACE Property & Casualty Insurance Company, Bankers Standard Insurance Company, Indemnity Insurance Company of North America, Insurance Company of North America, Pacific Employers Insurance Company, Westchester Fire Insurance Company

Product Name: 08-CIM-2008018	SERFF Tr Num: ACEH-125952534	State: Arkansas
TOI: 09.0 Inland Marine	SERFF Status: Closed	State Tr Num: EFT \$50
Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations	Co Tr Num: 08-CIM-2008018	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Llyweyia Rawlins
	Author: Kathy Brumbelow	Disposition Date: 01/05/2009
	Date Submitted: 12/18/2008	Disposition Status: Approved
Effective Date Requested (New): On Approval		Effective Date (New): 02/01/2009
Effective Date Requested (Renewal): On Approval		Effective Date (Renewal): 02/01/2009

State Filing Description:

General Information

Project Name: Builders Risk Coverage	Status of Filing in Domicile:
Project Number: 08-CIM-2008018	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 01/05/2009	
State Status Changed: 12/19/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	

We are hereby filing the declarations, coverage form and related endorsements for our new Buildes Risk coverage. These forms will replace the corresponding forms on the list concurrently with your approval of the new forms.

The purpose of this filing is to update our existing language, incorporate changes now commonly found in the marketplace in competitors' portfolios of products and to eliminate or correct various editorial issues.

<i>SERFF Tracking Number:</i>	<i>ACEH-125952534</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>ACE American Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>08-CIM-2008018</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0000 Inland Marine Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>08-CIM-2008018</i>		
<i>Project Name/Number:</i>	<i>Builders Risk Coverage/08-CIM-2008018</i>		

The filing replaces only our Builders Risk XTRA coverage forms and endorsements and does not include the Completed Value forms and endorsements.

We are also filing our new "green" building endorsements. These endorsements address various new exposures faced by the contractor and/or owner while building "green."

Company and Contact

Filing Contact Information

Kathy Brumbelow, Senior Regulatory Compliance Specialist 500 Colonial Center Parkway Roswell, GA 30076	kathy.brumbelow@ace-ina.com (678) 795-4146 [Phone] (678) 795-4170[FAX]
---	--

Filing Company Information

ACE American Insurance Company PO Box 1000 436 Walnut Street Philadelphia, PA 19106 (215) 640-5123 ext. [Phone]	CoCode: 22667 Group Code: 626 Group Name: FEIN Number: 95-2371728 -----	State of Domicile: Pennsylvania Company Type: State ID Number:
---	---	--

ACE Fire Underwriters Insurance Company PO Box 1000 436 Walnut Street Philadelphia, PA 19106 (215) 640-5123 ext. [Phone]	CoCode: 20702 Group Code: 626 Group Name: FEIN Number: 06-6032187 -----	State of Domicile: Pennsylvania Company Type: State ID Number:
--	---	--

ACE Property & Casualty Insurance Company PO Box 1000 436 Walnut Street Philadelphia, PA 19106 (215) 640-5123 ext. [Phone]	CoCode: 20699 Group Code: 626 Group Name: FEIN Number: 06-0237820 -----	State of Domicile: Pennsylvania Company Type: State ID Number:
--	---	--

Bankers Standard Insurance Company	CoCode: 18279	State of Domicile: Pennsylvania
------------------------------------	---------------	---------------------------------

<i>SERFF Tracking Number:</i>	<i>ACEH-125952534</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>ACE American Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>08-CIM-2008018</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0000 Inland Marine Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>08-CIM-2008018</i>		
<i>Project Name/Number:</i>	<i>Builders Risk Coverage/08-CIM-2008018</i>		

PO Box 1000 436 Walnut Street Philadelphia, PA 19106 (215) 640-5123 ext. [Phone]	Group Code: 626 Group Name: FEIN Number: 59-1320184 -----	Company Type: State ID Number:
Indemnity Insurance Company of North America PO Box 1000 436 Walnut Street Philadelphia, PA 19106 (215) 640-5123 ext. [Phone]	CoCode: 43575 Group Code: 626 Group Name: FEIN Number: 06-1016108 -----	State of Domicile: Pennsylvania Company Type: State ID Number:
Insurance Company of North America PO Box 1000 436 Walnut Street Philadelphia, PA 19106 (215) 640-5123 ext. [Phone]	CoCode: 22713 Group Code: 626 Group Name: FEIN Number: 23-0723970 -----	State of Domicile: Pennsylvania Company Type: State ID Number:
Pacific Employers Insurance Company PO Box 1000 436 Walnut Street Philadelphia, PA 19106 (215) 640-5123 ext. [Phone]	CoCode: 22748 Group Code: 626 Group Name: FEIN Number: 95-1077060 -----	State of Domicile: Pennsylvania Company Type: State ID Number:
Westchester Fire Insurance Company 1133 Avenue of the Americas New York, NY 10036 (215) 640-2324 ext. [Phone]	CoCode: 21121 Group Code: 626 Group Name: FEIN Number: 13-5481330 -----	State of Domicile: New York Company Type: State ID Number:

<i>SERFF Tracking Number:</i>	<i>ACEH-125952534</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>ACE American Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>08-CIM-2008018</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0000 Inland Marine Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>08-CIM-2008018</i>		
<i>Project Name/Number:</i>	<i>Builders Risk Coverage/08-CIM-2008018</i>		

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	\$50.00 each filing
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
ACE Property & Casualty Insurance Company	\$50.00	12/18/2008	24627904
Bankers Standard Insurance Company	\$0.00	12/18/2008	
Indemnity Insurance Company of North America	\$0.00	12/18/2008	
Insurance Company of North America	\$0.00	12/18/2008	
Pacific Employers Insurance Company	\$0.00	12/18/2008	
Westchester Fire Insurance Company	\$0.00	12/18/2008	
ACE American Insurance Company	\$0.00	12/18/2008	
ACE Fire Underwriters Insurance Company	\$0.00	12/18/2008	

<i>SERFF Tracking Number:</i>	<i>ACEH-125952534</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>ACE American Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>08-CIM-2008018</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0000 Inland Marine Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>08-CIM-2008018</i>		
<i>Project Name/Number:</i>	<i>Builders Risk Coverage/08-CIM-2008018</i>		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	01/05/2009	01/05/2009

Amendments

Item	Schedule	Created By	Created On	Date Submitted
Uniform Transmittal Document-Property & Casualty	Supporting Document	Kathy Brumbelow	12/19/2008	12/19/2008
Coverage Comparison	Supporting Document	Kathy Brumbelow	12/18/2008	12/18/2008
Endorsement Comparison	Supporting Document	Kathy Brumbelow	12/18/2008	12/18/2008

<i>SERFF Tracking Number:</i>	<i>ACEH-125952534</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>ACE American Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>08-CIM-2008018</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0000 Inland Marine Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>08-CIM-2008018</i>		
<i>Project Name/Number:</i>	<i>Builders Risk Coverage/08-CIM-2008018</i>		

Disposition

Disposition Date: 01/05/2009
Effective Date (New): 02/01/2009
Effective Date (Renewal): 02/01/2009
Status: Approved
Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

SERFF Tracking Number: ACEH-125952534 State: Arkansas
First Filing Company: ACE American Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: 08-CIM-2008018
TOI: 09.0 Inland Marine Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations
Product Name: 08-CIM-2008018
Project Name/Number: Builders Risk Coverage/08-CIM-2008018

Item Type	Item Name	Item Status	Public Access
Supporting Document (revised)	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Filing Memorandum	Approved	Yes
Supporting Document	Coverage Comparison	Approved	Yes
Supporting Document	Endorsement Comparison	Approved	Yes
Form	Common Policy Conditions	Approved	Yes
Form	New Project Endorsement	Approved	Yes
Form	Protective Safeguards	Approved	Yes
Form	Conservation and Energy Efficiency Tax Credit Endorsement	Approved	Yes
Form	Debris Removal Expense Endorsement	Approved	Yes
Form	Delay in Completion of a Project	Approved	Yes
Form	Enhanced LEED Standard Endorsement	Approved	Yes
Form	Recertification Process Endorsement	Approved	Yes
Form	Repair Enhancement Endorsement	Approved	Yes
Form	Water Damage Endorsement	Approved	Yes
Form	Building Escalation Endorsement	Approved	Yes
Form	Business Income Endorsement	Approved	Yes
Form	Coverage Extension Endorsement	Approved	Yes
Form	Exclusion of Fungus, Wet Rot, Dry Rot or Bacteria	Approved	Yes
Form	Inland Marine Conditions	Approved	Yes
Form	Loss of Rents Endorsement	Approved	Yes
Form	Modified Flood Limits of Insurance Endorsement	Approved	Yes
Form	Named Insured Endorsement	Approved	Yes
Form	Named Windstorm Endorsement	Approved	Yes
Form	Normal Settling and Subsidence	Approved	Yes
Form	Ordinance or Law Endorsement	Approved	Yes
Form	Permission to Occupy	Approved	Yes
	Reporting Endorsement	Approved	Yes

<i>SERFF Tracking Number:</i>	<i>ACEH-125952534</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>ACE American Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>08-CIM-2008018</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0000 Inland Marine Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>08-CIM-2008018</i>		
<i>Project Name/Number:</i>	<i>Builders Risk Coverage/08-CIM-2008018</i>		

Form

Form	Soft Costs Endorsement	Approved	Yes
Form	Testing Exclusion	Approved	Yes
Form	Testing Limitation	Approved	Yes
Form	Builders Risk XTRA Declarations	Approved	Yes
Form	Builders Risk XTRA Coverage Form	Approved	Yes
Form	Rain, Snow, Ice or Sleet Limited Coverage Endorsement	Approved	Yes
Form	High Valued Home Builders Risk Declarations	Approved	Yes
Form	High Valued Home Builders Risk Coverage Form	Approved	Yes
Form	High Valued Home Builders Risk International Transportation Endorsement	Approved	Yes
Form	High Valued Home Builders Risk Soft Costs Endorsement	Approved	Yes

<i>SERFF Tracking Number:</i>	<i>ACEH-125952534</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>ACE American Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>08-CIM-2008018</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0000 Inland Marine Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>08-CIM-2008018</i>		
<i>Project Name/Number:</i>	<i>Builders Risk Coverage/08-CIM-2008018</i>		

Amendment Letter

Amendment Date:

Submitted Date: 12/19/2008

Comments:

I'm attached a corrected NAIC Transmittal document. There was a problem converting the original to a pdf.

Changed Items:

Supporting Document Schedule Item Changes:

Satisfied -Name: Uniform Transmittal Document-Property & Casualty

Comment:

NAIC Transmittal (Combined).pdf

<i>SERFF Tracking Number:</i>	<i>ACEH-125952534</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>ACE American Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>08-CIM-2008018</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0000 Inland Marine Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>08-CIM-2008018</i>		
<i>Project Name/Number:</i>	<i>Builders Risk Coverage/08-CIM-2008018</i>		

Amendment Letter

Amendment Date:

Submitted Date: 12/18/2008

Comments:

I'm attaching a coverage comparison as well as an endorsement comparison. This was left off my earlier filing.

Changed Items:

Supporting Document Schedule Item Changes:

User Added -Name: Coverage Comparison

Comment:

BUILDERS RISK COVERAGE FORM COMPARISON[1].pdf

User Added -Name: Endorsement Comparison

Comment:

BUILDERS RISK ENDORSEMENT COMPARISONS[1].doc

SERFF Tracking Number: ACEH-125952534 State: Arkansas

First Filing Company: ACE American Insurance Company, ... State Tracking Number: EFT \$50

Company Tracking Number: 08-CIM-2008018

TOI: 09.0 Inland Marine Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations

Product Name: 08-CIM-2008018

Project Name/Number: Builders Risk Coverage/08-CIM-2008018

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Common Policy Conditions	ACE0233	(09/08)	Endorsement/Amendment/Conditions	Replaced Form #:0.00 ACE0223 (01/06) Previous Filing #:		ACE0223 (09-08)[2].pdf
Approved	New Project Endorsement	ACE0226	(09/08)	Endorsement/Amendment/Conditions	Replaced Form #:0.00 ACE0226 (06/05) Previous Filing #:		ACE0226 (09-08)[1].pdf
Approved	Protective Safeguards	ACE0278	(09/08)	Endorsement/Amendment/Conditions		0.00	ACE0278 (09-08)[1].pdf
Approved	Conservation and Energy Efficiency Tax Credit Endorsement	ACE0412	(08/08)	Endorsement/Amendment/Conditions		0.00	ACE0412 (08-08)[1].pdf
Approved	Debris Removal Expense Endorsement	ACE0413	(08/08)	Endorsement/Amendment/Conditions		0.00	ACE0413 (08-08)[1].pdf
Approved	Delay in Completion of a Project	ACE0414	(08/08)	Endorsement/Amendment/Conditions		0.00	ACE0414 (08-08)[2].pdf
Approved	Enhanced LEED Standard Endorsement	ACE0415	(08/08)	Endorsement/Amendment/Conditions		0.00	ACE0415 (08-08)[2].pdf
Approved	Recertification Process Endorsement	ACE0416	(08/08)	Endorsement/Amendment/Conditions		0.00	ACE0416 (08-08)[1].pdf
Approved	Repair	ACE0417	(08/08)	Endorsement/Amendment/Conditions		0.00	ACE0417

SERFF Tracking Number: ACEH-125952534 State: Arkansas
First Filing Company: ACE American Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: 08-CIM-2008018
TOI: 09.0 Inland Marine Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations
Product Name: 08-CIM-2008018
Project Name/Number: Builders Risk Coverage/08-CIM-2008018

	Enhancement		nt/Amendm		(08-
	Endorsement		ent/Condi		08)[1].pdf
			ons		
Approved	Water Damage	ACE0425 (11/08)	Endorseme New	0.00	ACE0425
	Endorsement		nt/Amendm		(11-08)
			ent/Condi		WATER
			ons		DAMAGE
					ENDORSEM
					ENT
					(3)[1].pdf
Approved	Building	ACE0426 (09/08)	Endorseme New	0.00	ACE0426
	Escalation		nt/Amendm		(09-
	Endorsement		ent/Condi		08)[1].pdf
			ons		
Approved	Business Income	ACE0427 (09/08)	Endorseme Replaced	Replaced Form #:0.00	ACE0427
	Endorsement		nt/Amendm	BB-5W65 (01/05)	(09-
			ent/Condi	Previous Filing #:	08)[1].pdf
			ons		
Approved	Coverage	ACE0428 (09/08)	Endorseme New	0.00	ACE0428
	Extension		nt/Amendm		(09-
	Endorsement		ent/Condi		08)[2].pdf
			ons		
Approved	Exclusion of	ACE0430 (09/08)	Endorseme New	0.00	ACE0430
	Fungus, Wet Rot,		nt/Amendm		(09-
	Dry Rot or		ent/Condi		08)[1].pdf
	Bacteria		ons		
Approved	Inland Marine	ACE0431 (09/08)	Endorseme Replaced	Replaced Form #:0.00	ACE0431
	Conditions		nt/Amendm	BB-5W64a	(09-
			ent/Condi	(03/05)	08)[1].pdf
			ons	Previous Filing #:	
Approved	Loss of Rents	ACE0432 (09/08)	Endorseme Replaced	Replaced Form #:0.00	ACE0432
	Endorsement		nt/Amendm	BB-5W66 (01/05)	(09-
			ent/Condi	Previous Filing #:	08)[1].pdf
			ons		
Approved	Modified Flood	ACE0433 (09/08)	Endorseme New	0.00	ACE0433
	Limits of		nt/Amendm		(09-
	Insurance		ent/Condi		08)[1].pdf
	Endorsement		ons		

SERFF Tracking Number: ACEH-125952534 State: Arkansas
First Filing Company: ACE American Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: 08-CIM-2008018
TOI: 09.0 Inland Marine Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations
Product Name: 08-CIM-2008018
Project Name/Number: Builders Risk Coverage/08-CIM-2008018

Approved	Named Insured Endorsement	ACE0434 (09/08)	Endorsement New nt/Amendm ent/Condi ons	0.00	ACE0434 (09- 08)[1].pdf
Approved	Named Windstorm Endorsement	ACE0435 (09/08)	Endorsement New nt/Amendm ent/Condi ons	0.00	ACE0435 (09- 08)[2].pdf
Approved	Normal Settling and Subsidence	ACE0436 (09/08)	Endorsement New nt/Amendm ent/Condi ons	0.00	ACE0436 (09- 08)[1].pdf
Approved	Ordinance or Law Endorsement	ACE0437 (09/08)	Endorsement New nt/Amendm ent/Condi ons	0.00	ACE0437 (09- 08)[2].pdf
Approved	Permission to Occupy	ACE0438 (09/08)	Endorsement New nt/Amendm ent/Condi ons	0.00	ACE0438 (09- 08)[1].pdf
Approved	Reporting Endorsement	ACE0439 (09/08)	Endorsement New nt/Amendm ent/Condi ons	0.00	ACE0439 (09- 08)[2].pdf
Approved	Soft Costs Endorsement	ACE0440 (09/08)	Endorsement Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 BB-5W67 (01/05) Previous Filing #:	ACE0440 (09- 08)[1].pdf
Approved	Testing Exclusion	ACE0441 (09/08)	Endorsement New nt/Amendm ent/Condi ons	0.00	ACE0441 (09- 08)[1].pdf
Approved	Testing Limitation	ACE0442 (11/08)	Endorsement New nt/Amendm ent/Condi ons	0.00	ACE0442 (11-08) TESTING LIMITATION (3)[1].pdf
Approved	Builders Risk	ACE0443 (09/08)	Declaration Replaced	Replaced Form #:0.00	ACE0443

SERFF Tracking Number: ACEH-125952534 State: Arkansas
 First Filing Company: ACE American Insurance Company, ... State Tracking Number: EFT \$50
 Company Tracking Number: 08-CIM-2008018
 TOI: 09.0 Inland Marine Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations
 Product Name: 08-CIM-2008018
 Project Name/Number: Builders Risk Coverage/08-CIM-2008018

	XTRA Declarations		s/Schedule	BB-5W59 (12/2004) Previous Filing #:	(09- 08)[1].pdf
Approved	Builders Risk XTRA Coverage Form	ACE0444 (09/08)	Policy/CoveReplaced rage Form	Replaced Form #:0.00 BB-5W60b (10- 2005) Previous Filing #:	ACE0444 (09- 08)[1].pdf
Approved	Rain, Snow, Ice or Sleet Limited Coverage Endorsement	ACE0445 (11/08)	Endorseme New nt/Amendm ent/Condi tions	0.00	ACE0445 (11-08) RAIN revised (2)[1].pdf
Approved	High Valued Home Builders Risk Declarations	ACE0347 (04/08)	Declaration New s/Schedule	0.00	ACE0347 HV HBR Dec[1].pdf
Approved	High Valued Home Builders Risk Coverage Form	ACE0348 (04/08)	Policy/CoveNew rage Form	0.00	ACE0348 HV Dwelling Coverage (2)[1].pdf
Approved	High Valued Home Builders Risk International Transportation Endorsement	ACE0349 (04/08)	Endorseme New nt/Amendm ent/Condi tions	0.00	ACE0349 HV Dwelling Int' Transit (3)[1].pdf
Approved	High Valued Home Builders Risk Soft Costs Endorsement	ACE0350 (04/08)	Endorseme New nt/Amendm ent/Condi tions	0.00	ACE0350 HV Dwelling Soft Cost (2)[1].pdf



COMMON POLICY CONDITIONS

These are the Conditions which apply to the entire policy, including any endorsements. However, endorsements can also change these Conditions, so be sure to read carefully any endorsements attached to or made part of this policy.

A. Cancellation

1. You may cancel this insurance by sending to us or our authorized representative advance written notice of the date cancellation is to take effect.
2. We may cancel this insurance by sending you notice. The notice will state the effective date of cancellation which ends the policy period. We will mail or deliver the notice of cancellation. If mailed, proof of mailing will be sufficient proof of notice. In either case, we will send the notice to your last mailing address known by us.
3. If we cancel for nonpayment of premium, we will send you at least 15 days notice. If we cancel for any other reason, we will send you at least 45 days notice.
4. If this policy is canceled, you may be entitled to a premium refund. If so, we will send you the refund. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

B. Changes

Notice to any of our agents or knowledge possessed by any such agent will not:

1. Change any part of this policy;
2. Remove any provisions from the policy; or
3. Keep us from enforcing any of the rights this policy gives us.

There is only one way to change the terms of this policy: by including a written endorsement issued by us to form a part of this policy.

C. Examination of Your Books and Records

We can also, at any reasonable time, examine and audit your books and records for anything we believe might relate to this insurance. We have the right to examine and audit your books and records for three years after your policy expires.

D. Inspections and Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.



4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

You agree to pay the premium shown in the Declarations on the first day this policy takes effect. If you are paying the premium in installments, you agree to pay the first installment on this day and the remainder of the installments when they are due.

F. Transfer of Your Rights and Duties under This Policy

You agree not to transfer any legal rights or interest you have in this policy without our prior written consent. However, if you are an individual and you die, we will provide the following coverage:

1. We will cover your legal representative who is performing his or her duties as representative, against any claims for loss covered under this policy.
2. We will cover any person who has temporary legal custody of your property, but only until a qualified legal representative is appointed.

NEW PROJECT ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period To	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUILDERS RISK XTRA COVERAGE FORM

Subject to all the terms and conditions of this policy, we agree to provide the insurance for the project described below. The Sub-limit(s) of Insurance stated below apply only to the project covered by this endorsement and are part of and not in addition to the Occurrence Limit of Insurance and any Sub-limits of Insurance or Aggregate Sub-limits of Insurance of this policy.

1. Project Description and Address:

2. Anticipated Date of Completion:

3. Estimated Completed Value:

4. Additional Premium:

5. Project Sub-limit(s) of Insurance:

The most we will pay for loss resulting from all Covered Causes of Loss in any one occurrence at the *project site* shown on this Declaration is: \$

Flood \$

Earth Movement \$

Named Windstorm \$

Other \$

6. Deductible

The deductible applicable to the project added by this endorsement are:

Applicable to all losses: \$

Except

Flood \$

Earth Movement	\$
Named Windstorm	\$
Other	\$

7. Mortgagee and Loss Payee

Name and Address

Interest in Covered Property

All other terms and conditions remain unchanged.

PROTECTIVE SAFEGUARDS

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period To	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUILDERS RISK XTRA COVERAGE FORM

A. THEFT VANDALISM AND MALACIOUS MISCHIEF COVERAGE

As a condition precedent to theft, vandalism, and malicious mischief coverage provided by this policy, you agree that during the term of coverage the following protective safeguards will be maintained at every project site covered by this policy.

The protective safeguards to which this endorsement applies are indicated by an "X" below:

1. Fencing

The entire project site will be surrounded with a six foot chain link fence suitably anchored in the ground a reasonable distance from Covered Property. Gates through the chain link fence will be securely locked during non-working hours.

2. Lighting

The entire project site will be illuminated from sunset to sunrise, each day.

3. Guard Services

You will employ a guard person, whose sole duty will be the security of any covered project site, who will be on the premises of the project site during all non-working hours. This guard will be equipped with a telephone for immediate use.

You will employ a security service with one or more guards with a recording system or watch clock, making no less frequently than hourly rounds covering the entire project site during all non-working hours. The guard or guards will record or have a watch clock record the time of each inspection round. The guard or guards will be equipped with a telephone for immediate use.

We will not pay for loss caused by or resulting from theft, vandalism or malicious mischief if you do not maintain these protective safeguards during the term of this policy.

B. FIRE COVERAGE

As a condition precedent to fire coverage provided by this policy, you agree that during the term of coverage the following protective safeguards will be maintained at every project site covered by this policy.

The protective safeguards to which this endorsement applies are indicated by an "X" below:

1. Cutting and Welding

All combustible materials will be moved at least twenty five (25) feet away from the cutting or welding area(s) or will be covered or shielded by non-combustible material.

All floor, wall, window and other openings including gaps, cracks or spaces in the building or structure, within twenty five (25) feet of the cutting or welding area(s) will be covered by non-combustible material.

Dedicated stand-by firefighting equipment will be provided at the cutting or welding area.

A designated employee, trained in the use of the stand-by firefighting equipment, will be assigned the sole responsibility of fire watch and will remain on duty at the cutting or welding area during cutting or welding operations and for at least two hours after such operations have ceased.

2. Fire Hydrants

Prior to the start of construction, fire hydrants will be installed within the project site's boundaries or within 100 feet thereof and will be connected to a public water supply, tested, and fully operational.

3. Fencing

The entire project site will be surrounded with a six foot chain link fence suitably anchored in the ground a reasonable distance from Covered Property. Gates through the chain link fence will be securely locked during non-working hours.

4. Lighting

The entire project site will be illuminated from sunset to sunrise, each day.

5. Guard Services

You will employ a guard person, whose sole duty will be the security of any covered project site, who will be on the premises of the project site during all non-working hours. This guard will be equipped with a telephone for immediate use.

You will employ a security service with one or more guards with a recording system or watch clock, making no less frequently than hourly rounds covering the entire project site during all non-working hours. The guard or guards will record or have a watch clock record the time of each inspection round. The guard or guards will be equipped with a telephone for immediate use.

We will not pay for loss caused by or resulting from fire if you do not maintain these protective safeguards during the term of this policy.

All other terms and conditions remain unchanged.

CONSERVATION AND ENERGY EFFICIENCY TAX CREDIT ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUILDERS RISK XTRA COVERAGE FORM

We will pay you for your loss of or the reduction in tax credits you would have received caused by or resulting from direct physical loss to Covered Property by a Covered Cause of Loss.

The most we will pay you for loss of or reduction in tax credits is \$.

The Sub-limit of Insurance shown above is part of and not in addition to the Occurrence Limit of Insurance shown elsewhere in this policy.

Valuation

We will not pay you more than the least of the following:

- a. The amount of tax credit you lose;
- b. The applicable Sub-limit of Insurance shown above;
- c. The additional cost you incur to return Covered Property after a Covered Cause of Loss to the minimum condition judged acceptable for conservation and energy efficiency tax credit by the same governmental authority determining that the construction of Covered Property qualified for conservation and energy efficiency tax credits.

Additional Conditions

For coverage to exist, the construction must meet the requirements of the Energy Act of 2005 for the particular type of building or structure.

Exclusions

We will not pay for your loss of or reduction in tax credits if:

- a. You fail to complete the construction by the expiration date; or
- b. You abandon the project before completion.

All other terms and conditions remain unchanged.

DEBRIS REMOVAL EXPENSE ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUILDERS RISK XTRA COVERAGE FORM

The Extension of Coverage, Debris Removal Expense, is deleted and replaced by the following:

We will pay your expenses to remove debris of Covered Property after a *loss*. These expenses include the additional costs you incur to salvage and recycle the debris, where possible. Debris removal expenses will be paid only if they are reported to us within 180 days after the date of the direct physical *loss*.

The most we will pay for Debris Removal Expense in any one *occurrence* is the Sub-limit of Insurance for Debris Removal shown on the Declarations.

Debris Removal Expense does not include expense for:

- a. The cost to investigate, locate, monitor, remediate, or extract *pollutants* from land, water or Covered Property;
- b. The cost to remove, discard, restore or replace polluted land, water or Covered Property; or
- c. The cost to transport polluted land, water or Covered Property to storage or decontamination sites.

All other terms and conditions remain unchanged.

DELAY IN COMPLETION OF A PROJECT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUILDERS RISK XTRA COVERAGE FORM

A delay in the *completion date* of an Insured Project includes the time necessary to achieve recertification to the same LEED standard in place at the start of the Insured Project.

LEED means Leadership in Energy and Environmental Design.

All other terms and conditions remain unchanged.

ENHANCED LEED STANDARD ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUILDERS RISK XTRA COVERAGE FORM

We will pay for the increased costs you incur to repair or reconstruct the Insured Project in accordance with the LEED standard in place at the time of the *loss* versus the LEED standard in place on the date construction began, caused by or resulting from a Covered Cause of Loss.

However:

- a. This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.
- b. We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

The amount we will pay will be determined as follows:

- a. We will not pay for costs covered by this endorsement:
 - 1) Until the Covered Property is actually repaired or replaced, at the same or another *project site*; and
 - 2) Unless the repairs or replacement are made as soon as reasonably possible after the *loss*, not to exceed two years.
- b. If Covered Property is repaired or replaced at the same *project site*, or if you elect to rebuild at another site, the most we will pay under this endorsement is the lesser of:
 - 1) The increased costs you actually incur; or
 - 2) \$250,000
- c. If this endorsement is attached to a policy which provides coverage on previously existing building(s) or structure(s) to which renovation, remodeling or other work is being done; this endorsement does not apply to the previously existing building(s) or structure(s).

The Sub-limit of Insurance shown above is part of and not in addition to the Occurrence Limit of Insurance shown elsewhere in this policy.

The terms of this endorsement apply separately to each building to which this endorsement applies.

Under this endorsement we will not pay for *loss* due to your failure to comply with the LEED Standard in place before the *loss*.

We will not pay under this endorsement for the costs associated with the enforcement of any standard, ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", including asbestos or asbestos containing materials.

LEED means Leadership in Energy and Environmental Design.

All other terms and conditions remain unchanged.

RECERTIFICATION PROCESS ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUILDERS RISK XTRA COVERAGE FORM

In the event that you are required to recertify Covered Property as complying with a Leadership in Energy and Environmental Design (LEED) rating as a result of a *loss* by a Covered Cause of Loss, we will pay your reasonable and necessary additional costs to recertify the LEED rating including verification costs.

The most we will pay for recertification costs in any one *occurrence* for the coverage provided by this endorsement is \$250,000.

The Sub-limit of Insurance shown above is part of and not in addition to the Occurrence Limit of Insurance shown elsewhere in this policy.

No deductible applies to the coverage provided by this endorsement.

All other terms and conditions remain unchanged.

REPAIR ENHANCEMENT ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUILDERS RISK XTRA COVERAGE FORM

In the event of a *loss* to Covered Property caused by or resulting from a Covered Cause of Loss, we will pay you the difference between replacing lost or damaged materials and processes of a kind originally installed and materials and processes that are environment friendly and meet the U.S. Green Building standards for new construction and major renovations.

The most we will pay for *loss* in any one *occurrence* and in the aggregate during the term of this policy from the coverage provided by this endorsement is 5% of our Sub-limit of Insurance for new construction, not to exceed \$1,000,000.

The Sub-limit of Insurance shown above is part of and not in addition to the Occurrence Limit of Insurance shown elsewhere in this policy.

No deductible applies to the coverage provided by this endorsement.

All other terms and conditions remain unchanged.

WATER DAMAGE ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period <div style="text-align: center;">To</div>	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUILDERS RISK XTRA COVERAGE FORM

Sub-limit of Insurance

The most we will pay for *loss* in any one *occurrence* caused by or resulting from *water damage* is
\$ _____ .

This Sub-limit of Insurance is part of and not in addition to the Occurrence Limit of Insurance shown on the Declarations.

The deductible amount applicable to *loss* caused by or resulting from *water damage* is: \$ _____ .

All other terms and conditions remain unchanged.

BUILDING ESCALATION ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			To
Issued By (Name of Insurance Company)			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUILDERS RISK XTRA COVERAGE FORM

The Sub-limit of Insurance for New Construction shown on the Declarations is considered an estimate. Should any increase in the estimated value for New Construction occur, the Sub-limit of Insurance for New Construction will automatically increase to reflect the change concurrently, subject to a maximum increase of the percentage of the original Sub-limit of Insurance shown on the Declarations. The Occurrence Limit of Insurance shown on the Declarations will increase by the same amount.

You must report the increase in value to us within 60 days of it being known to you and pay an additional premium at the rates stated elsewhere in this policy.

During the term of this policy, we will not automatically increase the Sub-limit of Insurance for New Construction by more than the increase percentage shown on the Declarations.

All other terms and conditions remain unchanged.

BUSINESS INCOME ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			To
Issued By (Name of Insurance Company)			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUILDERS RISK XTRA COVERAGE FORM

Coverage

We will pay for the actual loss of Business Income you sustain during the *period of indemnity* as a result of a *delay in the completion date* of project covered by this policy and described on the Declarations. This delay must be caused by or be the result of a Covered Cause of Loss. All exclusions and conditions in the coverage form to which this endorsement is attached also apply to this coverage.

Business Income means the net income (net profit or loss before income taxes) that would have been earned or incurred in your operation at the *project site* shown on the Builders Risk Policy Declarations. This includes any normal operating expenses including payroll that continue from the original completion date to the new completion date. We will subtract any expenses which do not have to be incurred due to the delay in starting your operations.

Sub-limit of Insurance

The most we will pay for loss of Business Income is the Sub-limit of Insurance for Business Income shown on the Declarations.

If we cover *flood, earth movement, or named windstorm* and a *loss* is caused by or results from one of these perils, the amount you can recover under this endorsement will be limited by the Annual Aggregate Sub-limit(s) of Insurance shown on the Declarations.

This Sub-limit of Insurance is part of and not in addition to the Occurrence Limit of Liability shown on the Declarations.

Expenses for Reducing Your Loss

We will also pay any expenses you incur that actually reduce your Business Income loss (except expenses for putting out a fire). But, the amount we pay for these expenses may not total more than the amount by which your loss is reduced.

Civil Authority

We will pay for the actual Loss of Business Income you sustain as a result of a *delay in the completion date* of the insured project, caused by action of civil authority that prohibits access to the *project site* described in the Declarations or any temporary location or staging area, due to direct

physical *loss* to property, other than at the *project site* or any temporary location or staging area, caused by or resulting from a Covered Cause of Loss. This coverage will apply for a period of up to thirty (30) days from the date of that action.

Utility Services

We will pay for the actual Loss of Business Income you sustain as a result of a *delay in the completion date* of the insured project, caused by or resulting from direct physical *loss* by a Covered Cause of Loss to utility property supplying the *project site* with power and other services. The *loss* must be away from the *project site*. This coverage will not apply to *loss* to overhead transmission lines.

Deductible

We will not pay for any Business Income loss until the adjusted claim exceeds the deductible shown on the Declarations.

If a dollar amount is shown on the Declarations, we will subtract this amount from the amount of the adjusted claim. This will be done for each *occurrence*.

If a number of days is shown on the Declarations, that number of consecutive days must expire before we cover your loss of Business Income. The calculation of days begins with the date of *loss*. Any loss of Business Income during those days is not included as part of the calculation of your Business Income loss.

The deductible period for Civil Authority is seven (7) days, beginning on the date of the action by the civil authority.

Additional Exclusions

We will also not pay for loss of Business Income caused by or resulting from:

1. Delay caused by strikers, or anyone else at a covered location, interfering with efforts to repair damage or resume business;
2. Damages for breach of contract, late or non-completion of orders, or for any penalties of any nature;
3. The suspension, lapse or cancellation of any lease, license, contract or order; or
4. The unavailability of funds for repair or reconstruction; or
5. The unavailability of subcontractors.
6. The enforcement of any ordinance or law that:
 - a. Regulates the construction, use or repair, or requires the tearing down of any property; or
 - b. Requires any insured or others to test for, monitor, *clean-up*, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of *pollutants*.

Additional Condition

It is a condition of this coverage that, in the event of a *loss*, you will make every attempt to reduce the resultant *delay in the completion date* of business by:

1. Making complete or partial use of the Covered Property or other properties at the scheduled location or another location;
2. Making use of other machinery, equipment, supplies;
3. Minimizing any interference with the construction schedule to avoid or reduce any resulting delay; or
4. Doing everything you reasonably can to minimize the *loss*.

Additional Definitions

Delay in the completion date means the period of time between the scheduled completion date and the date the insured project is actually completed.

Period of indemnity means the time period shown on the Declarations. The *period of indemnity* begins after the expiration of the deductible period, if the deductible is a number of days, and will not be limited or otherwise affected by the expiration, cancellation or termination of the policy to which this endorsement is attached.

All other terms and conditions remain unchanged.

COVERAGE EXTENSION ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period To	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUILDERS RISK XTRA COVERAGE FORM

You may extend the term of this insurance for a period not to exceed sixty (60) days from the original expiration date shown on the Declarations, subject to the same terms and conditions in effect at the time of the extension, and subject to a pro rata additional premium.

You must request this extension in writing from us prior to the original expiration date of this policy.

All other terms and conditions remain unchanged.

EXCLUSION OF FUNGUS, WET ROT, DRY ROT OR BACTERIA

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUILDERS RISK XTRA COVERAGE FORM

Exclusion B.1.h.is deleted in its entirety and the following exclusion is added:

Fungus

- 1) Presence, growth, proliferation, spread or activity of *fungus*, wet rot or dry rot or bacteria. But if *fungus* wet rot, dry rot or bacteria results in a *specified cause of loss*, we will pay for the *loss* caused by that *specified cause of loss*. This exclusion does not apply when *fungus*, wet rot or dry rot, or bacteria results from fire or lightning;
- 2) Enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by *pollutant*" or due to the presence, growth, proliferation, spread or any activity of *fungus*, wet rot or dry rot, or bacteria; or
- 3) The cost associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of *pollutants*, *fungus*, wet rot or dry rot, or bacteria.

Coverage Extension m. Limited Coverage for Fungus, Wet Rot, Dry Rot and Bacteria is deleted in its entirety.

All other terms and conditions remain unchanged.



INLAND MARINE CONDITIONS

These are Conditions which apply to the entire policy, including any endorsements. However, endorsements can also change these Conditions, so be sure to read carefully any endorsements attached to or made part of this policy.

GENERAL CONDITIONS

A. Concealment, Misrepresentation and Fraud

This entire policy is void if:

1. You have concealed or misrepresented any material fact(s) or circumstance(s) concerning this insurance, or
2. You make any attempt to defraud us either before or after a *loss*.

B. Conformity with Law

If any of the terms of this policy (and forms attached to it) conflict with the statutes of the state in which the policy is issued, the policy is amended to conform with such statutes.

C. Legal Action Against Us

You agree not to bring suit against us unless you have complied with all the terms of this policy. Any such suit must be brought within 24 months of the *loss*. However, the period of time for bringing suit may be changed by the laws of the state in which the Covered Property is located.

D. No Benefit to Bailee

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

E. Coverage Territory

We cover property wherever located within the United States or Canada, except that we do not cover property in transit by water or by air to and from Alaska or to and from Hawaii.

F. Renewal

We have the option, but not the obligation to renew or continue the policy from year to year. We will base the premium for each renewal on our rules and rates that are current at the time of renewal.

G. Sole Agent

If more than one person or organization is insured under this policy, the first one named in the Declarations will act on behalf of all others.

H. Certificates of Insurance

Any Certificate of Insurance issued in connection with this policy shall be issued solely as a matter of convenience or information for the addressee(s) or holder(s) of said Certificate of Insurance. This policy may only be modified by endorsement issued by the Company.

LOSS CONDITIONS

A. Abandonment

You cannot abandon property to us in order to claim a total *loss*



B. Appraisal

If we cannot agree with you on the amount of *loss*, either of us can demand that the following procedure be used to settle the amount:

1. You or we will request in writing that the dispute be submitted to appraisal within 60 days from the time we receive the proof of *loss*. Each will then select an appraiser and notify the other of that choice within 20 days of the initial request.
2. The appraisers will select an impartial umpire. If they cannot agree on an umpire within 30 days, either you or we can ask an umpire be appointed by a judge of the court of record in the county where the property is located.
3. The appraisers will appraise each item for its value at the time of *loss* and the amount of *loss*. If they cannot agree, they will submit any differences to the umpire. An agreement in writing by any two of these three will determine the amount of the *loss*.
4. You will pay your appraiser and we will pay ours. Each will share equally any other costs of the appraisal and the umpire.

Neither you nor we will surrender our rights by any act you or we take relating to an appraisal.

C. Duties in the Event of Loss

If there is a *loss* to your Covered Property, you have the following responsibilities:

1. Notify us as soon as it is reasonably possible. Failure to comply with this provision will result in denial of the claim. If the *loss* is the result of a crime, notify the police immediately.
2. Take all reasonable steps to protect the Covered Property from further damage by a covered cause of *loss*. We will pay reasonable expenses you incur for repairs, and our proportionate share of other reasonable expenses you incur, in order to prevent further damage by a covered cause of *loss*.
3. Separate the damaged from the undamaged property to the extent that this is possible. Then provide a complete inventory of the damaged and the undamaged property. The inventory should include the original cost of the property, its replacement cost, and the amount of *loss* you are claiming. However, if the total claim for any *loss* is less than \$10,000, you are not required to provide any inventory of the undamaged property.
4. Give us a signed and sworn proof of *loss* that states:
 - a. The time and origin of the *loss*;
 - b. The interest you and anyone else have in the property;
 - c. The replacement cost of each item or the actual cash value, whichever is applicable, and the amount of *loss* it suffered;
 - d. Any other insurance on the property; whether valid or not;
 - e. Any legal rights of others to the property.
5. You must also give us a copy of the descriptions and schedules in all policies of the Covered Property that was destroyed or damaged. And you must exhibit to us or any person we designate whatever remains of the property.
6. You must provide us with the proof of *loss* and any other required documents within 60 days of the *loss* unless we give written permission to extend this period. You must also permit us to examine and copy any of your books and records at any reasonable time and place that we choose. And you, your employees and your agents must, if we require you to, submit to examination under oath and sign a copy of this examination.

D. Insurance Under Two or More Coverages

If two or more of this policy's coverages apply to the same *loss*, we will not pay more than the actual amount of the *loss*, or the Limit of Insurance applicable to the most specific coverage, whichever is less.



E. Loss Payment

We will pay within 30 days after:

1. We reach an agreement with you or the owner of the property; or
2. The entry of a final court judgment; or
3. The filing of an appraisal award.

F. Other Insurance

If a covered *loss* is also covered under other insurance available to you, we won't pay for any *loss* until the other insurance is used up. However, if the other insurance is purchased specifically to apply in excess of the coverage limits of this policy, we will pay for a covered *loss* under this policy.

G. Our Options after a Loss

If you have a *loss*, we can:

1. Take all or part of the property at its agreed or appraised value; or
2. Pay for the *loss* in cash; or
3. Repair, rebuild, or replace the destroyed or damaged property with other property of like kind and quality within a reasonable time. We will tell you our intentions to do so within 30 days after receiving your proof of *loss*; or
4. Make any adjustments or payments to others if they own the property that was destroyed or damaged.

H. Pairs, Sets or Parts

1. Pairs or Sets
The *loss* of an article which is part of a set will not be considered a *loss* of the entire set. Therefore, if there is a *loss* to Covered Property which is part of a set, we will pay a fair portion of the total value of the set.
2. Parts
If *loss* is to a part of Covered Property that consists of several parts, we will pay for only the lost or damaged part.

I. Recoveries

If you or we recover any property for which we have made payment under this policy, you or we will notify the other of the recovery. At your option, the property will be returned to or retained by you or it will become our property. If the recovered property is returned to or retained by you, the *loss* amount will be adjusted accordingly based upon the amount you received for the recovered property.

If we have already paid you the *loss* amount at the time of any salvage or recovery, the amount you receive for the recovered property will accrue entirely to our benefit until you have paid any amounts owed to us as a result of the adjustment to the *loss* amount.

J. Privilege to Adjust with Owner

In the event of a covered *loss*, at our option, we may settle the *loss* with the owner of the property. A release from the owner of the property will satisfy any claim of yours. We are not obligated to provide a defense for legal proceedings brought against you. However, if we elect to do so, the expense of this defense will be at our cost.

K. Transfer of Rights of Recovery to Us

If we pay a claim under this policy, we are assigned, to the extent of our payment, your related rights of recovery against all other liable people and/or entities. You have an obligation to fully cooperate with us in enforcing these assigned rights. You may not waive these rights you assign to us after the *loss* occurs. You agree to sign any papers, deliver them to us, and do anything else that is necessary to help us exercise our rights.



You have a limited right to waive your rights against another party before the *loss* occurs. With the exception of the liability of Architects and Engineers for professional errors and omissions, and the liability of manufacturers, suppliers and sellers of goods for product liability, defects in design and manufacture, warranties and guarantees, you may otherwise waive your rights against another party in writing prior to *loss* to Covered Property.

Waivers pre-*loss* that are in accordance with these terms will not restrict or limit your insurance

LOSS OF RENTS ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period To	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUILDERS RISK XTRA COVERAGE FORM

Coverage

We will pay for the actual Loss of Rents you sustain during the *period of indemnity* as a result of a *delay in the completion date* of the project covered by this policy and described on the Declarations. This *delay in the completion date* must be caused by or be the result of a Covered Cause of Loss to Covered Property. All exclusions and conditions in the coverage form to which this endorsement is attached also apply to this coverage.

Sub-limit of Insurance

The most we will pay for Loss of Rents is the Sub-limit of Insurance shown on the Declarations.

If we cover *flood, earth movement, or named windstorm* and a *loss* is caused by or results from one of these perils, the amount you can recover under this endorsement will be limited by the Annual Aggregate Sub-limit(s) of Insurance shown on the Declarations.

This Sub-limit of Insurance is part of and not in addition to the Occurrence Limit of Liability shown on the Declarations.

Expenses for Reducing Your Loss

We will also pay any expenses you incur that actually reduce your Loss of Rents loss (except expenses for putting out a fire). But, the amount we pay for these expenses may not total more than the amount by which your loss is reduced.

Civil Authority

We will pay for the actual Loss of Rents you sustain as a result of a *delay in the completion date* of the insured project, caused by action of civil authority that prohibits access to the *project site* described in the Declarations or to any temporary location or staging area, due to direct physical *loss* to property, other than at the *project site* described on the Declarations, caused by or resulting from a Covered Cause of Loss. This coverage will apply for a period of up to thirty (30) days from the date of that action.

Utility Services

We will pay for the actual Loss of Rents you sustain as a result of a *delay in the completion date* of the insured project caused by or resulting from direct physical *loss* by a Covered Cause of

Loss to utility property supplying the *project site* with power and other services. The *loss* must be away from the project site. This coverage will not apply to *loss* to overhead transmission lines.

Deductible

We will not pay for Loss of Rents until the adjusted claim exceeds the deductible shown on the Declarations.

If a dollar amount is shown on the Declarations, we will subtract this amount from the amount of the adjusted claim. This will be done for each *occurrence*.

If a number of days is shown on the Declarations, that number of consecutive days must expire before we cover your loss of Business Income. The calculation of days begins with the date of *loss*. Any loss of Business Income during those days is not included as part of the calculation of your Business Income loss.

The deductible period for Civil Authority is seven (7) days beginning on the date of the action by the civil authority.

Additional Exclusions

We will also not pay for Loss of Rents caused by or resulting from:

1. Delay caused by strikers, or anyone else at a covered location, interfering with efforts to repair damage or resume business;
2. Damages for breach of contract, late or non-completion of orders, or for any penalties of any nature;
3. The suspension, lapse or cancellation of any lease, license, contract or order; or
4. The unavailability of funds for repair or reconstruction; or
5. The unavailability of subcontractors.
6. The enforcement of any ordinance or law that:
 - a. Regulates the construction, use or repair, or requires the tearing down of any property; or
 - b. Requires any insured or others to test for, monitor, *clean-up*, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of *pollutants*.

Additional Condition

It is a condition of this coverage that, in the event of a *loss*, you will make every attempt to reduce the resultant *delay in the completion date* of business by:

1. Making complete or partial use of the Covered Property or other properties at the scheduled location or another location;
2. Making use of other machinery, equipment, supplies;
3. Minimizing any interference with the construction schedule to avoid or reduce any resulting delay; or
4. Doing everything you reasonably can to minimize the *loss*.

Additional Definition

1. *Delay in the completion date* means the period of time between the scheduled completion date and the date the insured project is actually completed.
2. *Period of indemnity* means the time period shown on the Declarations. The *period of indemnity* begins after the expiration of the deductible period, if the deductible is a number of days, and will not be limited or otherwise affected by the expiration, cancellation or termination of the policy to which this endorsement is attached.

3. *Rents* means:

- a. The net rental income you would have received from tenant occupied space, provided occupancy is permitted by this policy, during a *delay in the completion date*; and
- b. The net fair rental value of any portion of the insured project, provided occupancy is permitted by this policy, *delay in the completion date*.

All other terms and conditions remain unchanged.

MODIFIED FLOOD LIMITS OF INSURANCE ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			To
Issued By (Name of Insurance Company)			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUILDERS RISK XTRA COVERAGE FORM

HOMEBUILDERS RISK COVERAGE FORM

The Sub-limit of Insurance and Annual Aggregate Limit of Insurance for *Flood* shown on the Declarations are deleted in their entirety. The Deductible Amount for *Flood* shown on the Declarations is deleted in its entirety.

The Sub-limit of Insurance and Annual Aggregate Sub-limit of Insurance for *loss* caused by or resulting from rain and resultant runoff are:

Per Occurrence:	\$
Annual Aggregate	\$

The Deductible Amount for *loss* caused by or resulting from rain and resultant runoff is: .

The Sub-limit of Insurance and Annual Aggregate Sub-limit of Insurance for *loss* caused by or resulting from:

- a. The overflow or breach of any boundary of a man-made or natural body of water; or
- b. Waves tides, tidal waves or movements, storm surge, tsunami, or spray from any of these

whether driven by wind or not are:

Per Occurrence:	\$
Annual Aggregate	\$

The Deductible Amount for *loss* caused by or resulting from:

- a. The overflow or breach of any boundary of a man-made or natural body of water; or
 - b. Waves tides, tidal waves or movements, storm surge, tsunami, or spray from any of these
- is: \$.

In the event that a *loss* is caused by or results from a combination, regardless of the percentage of contribution, of:

- a. Rain and resultant runoff
- b. The rising, overflow or breach of any boundary of a natural or man-made body of water; and
- c. Waves, tides, tidal waves or movements, storm surge, tsunami, or spray from any of these,

whether driven by wind or not,

The Sub-limit of Insurance and Annual Aggregate Sub-limit of Insurance are:

Per Occurrence:	\$	
Annual Aggregate	\$.

The Deductible Amount is \$

All other terms and conditions remain unchanged.

NAMED INSURED ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			To
Issued By (Name of Insurance Company)			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUILDERS RISK XTRA COVERAGE FORM

Additional Condition E.6. Contractual Additional Insureds is deleted in its entirety.

The Named Insured is limited to the entity or entities listed on the Declarations.

All other terms and conditions remain unchanged.

NAMED WINDSTORM ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			To
Issued By (Name of Insurance Company)			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUILDERS RISK XTRA COVERAGE FORM

The Per Occurrence and Aggregate Sub-limits of Insurance for *Named Windstorm* shown on the Declarations are deleted and replaced by the following:

The most we will pay for *loss* in any one *occurrence* caused by or resulting from *Named Windstorm* is:
\$ _____.

This Sub-limit of Insurance is part of and not in addition to the Occurrence Limit of Insurance shown on the Declarations.

All other terms and conditions remain unchanged.

NORMAL SETTLING AND SUBSIDENCE

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period <div style="text-align: right; margin-top: 5px;">To</div>	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUILDERS RISK XTRA COVERAGE FORM

Exclusion B.3.b is deleted in its entirety and replaced by the following:

b. Normal settling, subsidence, cracking, shrinking, or expansion.

All other terms and conditions remain unchanged.

ORDINANCE OR LAW ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period To	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUILDERS RISK XTRA COVERAGE FORM

Coverages

1. Coverage A - Loss to the Undamaged Portion of the Building

If a Covered Cause of Loss occurs to Covered Property, we will pay for the reduction in value of the undamaged portion of the building or structure as a consequence of enforcement of any ordinance or law that is in force at the time of loss and that:

- a. Requires the demolition of parts of Covered Property not damaged by a Covered Cause of Loss; and
- b. Regulates the construction or repair of buildings or structures, or establishes zoning or land use requirements at the described premises.

The amount of insurance for this coverage is included in the Sub-limit of Insurance for New Construction shown on the Declarations. Any payment under this coverage will erode the Sub-limit of Insurance New Construction.

2. Coverage B - Demolition Costs

If a Covered Cause of Loss occurs to Covered Property, we will pay the cost to demolish and clear the *project site* of undamaged parts of Covered Property caused by the enforcement of a building, zoning or land use ordinance or law that is in force at the time of loss.

3. Coverage C - Increased Cost of Construction

If a Covered Cause of Loss occurs to the Covered Property, we will pay for the increased cost to:

- a. Repair or reconstruct damaged portions of Covered Property; and/or
- b. Reconstruct or remodel undamaged portions of Covered Property, whether or not demolition is required;

when the increased cost is a consequence of enforcement of a building, zoning or land use ordinance or law that is in force at the time of loss.

However:

- a. This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by a zoning or land use ordinance or law.
- b. We will not pay for the increased cost of construction if the building or structure is not repaired, reconstructed or remodeled.

4. Sub-limits of Insurance

The most we will pay for costs in any one *occurrence* for Coverage A, Coverage B or Coverage C are the Sub-limits of Insurance shown on the Declarations:

These Sub-limits of Insurance are part of and not in addition to the Occurrence Limit of Insurance shown on the Declarations.

5. How a Loss will be Determined

- a. When **Coverage A** applies, *loss* to the building or structure, including loss in value of the undamaged portion of the building or structure due to enforcement of an ordinance or law, will be determined as follows:

If the building or structure is repaired or replaced, on the same or another premises, we will not pay more than the lesser of:

- 1) The amount you actually spend to repair, rebuild or reconstruct the building or structure, but not for more than the amount it would cost to restore the building or structure on the same premises and to the same height, floor area, style and comparable quality of the original property insured; or
- 2) The Limit of Insurance shown in the Declarations as applicable to the New Construction property.

- b. When **Coverage B** applies the loss will be determined as follows:

We will not pay more than the lesser of the following:

- 1) The amount you actually spend to demolish and clear the site of the Insured Project; or
- 2) The applicable Limit of Insurance shown for Coverage B in the Schedule above.

- c. When **Coverage C** applies the loss will be determined as follows:

- 1). We will not pay under Coverage C:
 - a) Until the Covered Property is actually repaired or replaced, at the same or another premises; and
 - b) Unless the repairs or replacement are made as soon as reasonably possible after the *loss*, not to exceed two years. We may extend this period in writing during the two years.

- 2) If the building or structure is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay under Coverage C is the lesser of:
 - a) The increased cost of construction at the same premises; or
 - b) The applicable Limit of Insurance shown for Coverage C in the Schedule above.
- 3) If the ordinance or law requires relocation to another premises, the most we will pay under Coverage C is the lesser of:
 - a) The increased cost of construction at the new premises; or
 - b) The applicable Limit of Insurance shown for Coverage C in the Schedule above.

6. Additional Conditions

- a. The coverage in this endorsement does not apply to the previously existing building(s) or structure(s).
- b. The terms of this endorsement apply separately to each building or structure to which this endorsement applies.

7. Additional Exclusions

We will not pay for *loss* due to any ordinance or law that:

- a. You were required to comply with before the *loss*, even if the building or structure undamaged and you failed to comply with such ordinance or law before the *loss*.
- b. Requires you to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", including asbestos or asbestos containing materials.

All other terms and conditions remain unchanged.

PERMISSION TO OCCUPY

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period To	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUILDERS RISK XTRA COVERAGE FORM

Paragraph A.5. is deleted in its entirety.

The project covered by this policy may be occupied while construction is being completed and thereafter until the contractor is officially released, subject to when coverage ends as per Paragraph A.4., When Coverage Begins and Ends, of the Builders Risk XTRA Coverage Form. You agree that all planned fire protection and security systems will be installed and operational prior to and during such occupancy.

All other terms and conditions remain unchanged.

REPORTING ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period To	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUILDERS RISK XTRA COVERAGE FORM

HOMEBUILDERS RISK COVERAGE FORM

The following Reports and Premium condition is added to Paragraph E., Additional Conditions of the coverage form.

Reports and Premium

1. Deposit Premium.

The deposit premium shown on the Declarations is due as of the policy inception date. If this policy is written for more than a year, it applies to each annual policy period.

2. Reports.

You agree to keep an accurate record of the Premium Base shown on the Declarations. Within 30 days after the end of each Reporting Period, you will report to us the amount of the Premium Base. Refer to the Definitions paragraph of this endorsement for the definition of various Premium Bases. We or our representative may inspect these records at any reasonable time during the policy period and for up to one year afterwards.

3. Rates and Premium.

a. Premium Computation.

The computed premium will be determined as of each Reporting Period by applying the Rate to the amount of Premium Base reported.

b. Premium Adjustment.

- 1) When the Reporting Period is annual, we will compare the total computed premium to the Deposit Premium. If it is more than the Deposit Premium, you will pay us the difference. If it is less than the Deposit Premium, we will pay you the difference.
- 2) When the Reporting Period is other than Annual, we will apply the computed premium to the Deposit Premium until it is used up. You will then pay us the premium that exceeds the Deposit Premium.
- 3) Additional premium is due to us as of the date of the report.

c. Minimum Premium.

You must pay the Minimum Annual Premium when:

- 1) The total computed premium is less than the Minimum Annual Premium; or
- 2) You cancel this Coverage Form.

d. If this coverage is cancelled, you will report the amount of the Premium Base up to the date of cancellation.

4. Full Reporting of Premium Base.

- a. If at the time of *loss* you have failed to file the first report as required by the policy we will only pay for *loss* at *project sites* shown in the underwriting information or other information presented to us regarding the risk covered under the Policy.
- b. If at the time of *loss* you failed to submit subsequent reports in accordance with the reporting period required by the Policy and *loss* occurs:
 - 1) We will only pay for *loss* to buildings or structures reported in the last report filed before the *loss*; and
 - 2) We will not pay more than the value stated in the last report before the *loss*.

However, if construction begins after the policy inception or after a report is filed and *loss* occurs before the next report is due, we will cover the *loss*.

5. Additional Definitions

- a. *Completed Value* means the projected total value of the Insured Project as of the date of completion.
- b. *Values at Risk* means the total value of all Covered Property at the *project site(s)* described on the declarations and at any temporary locations or staging areas.
- c. *Values Installed* means the total value of all Covered Property installed in or on the project described in the Declarations during the Reporting Period.
- d. *Construction Starts* means the number of new buildings or structures started during the reporting period.
- e. *Gross receipts* means that total amount of your receipts for the construction of buildings or structures billed during the reporting period, whether collected or not.

All other terms and conditions remain unchanged.

SOFT COSTS ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period To	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUILDERS RISK XTRA COVERAGE FORM

Coverage

We will pay the necessary *Soft Costs* you incur during the *period of indemnity* as a result a *delay in the completion date* of the project covered by this policy and described in the Declarations. The *delay in the completion date* must be caused by or be the result of a Covered Cause of Loss to Covered Property. All exclusions and conditions in the coverage form to which this endorsement is attached also apply to this coverage.

Soft Costs means those expenses relating to Covered Property listed on the Declarations.

Sub-limits of Insurance

The most we will pay for all *Soft Costs* covered by this endorsement is the Sub-limit of Insurance shown on the Declarations. However, we will not pay more than the Sub-limit of Insurance shown for each category of *Soft Costs*.

If we cover *flood, earth movement, or named windstorm* and a *loss* is caused by or results from one of these perils, the amount you can recover under this endorsement will be limited by the Annual Aggregate Sub-limit(s) of Insurance shown on the Declarations.

These Sub-limits of Insurance are part of and not in addition to the Occurrence Limit of Insurance shown on the Declarations.

Escalation Clause

The Sub-limits of Insurance for Soft Costs shown on the Declarations are considered provisional Sub-limits of Insurance. Should an increase in the estimated Soft Costs occur, the applicable Sub-limit of Insurance for Soft Costs will automatically increase to reflect the change concurrently, subject to a maximum increase of the percentage of the original Sub-limits of Insurance shown on the Declarations. The Occurrence Limit of Insurance shown on the Declarations will increase by the same amount.

You must report the increase in value to us within 60 days of it being known to you and pay us an additional premium at the rates stated elsewhere in this policy.

During the term of this policy, we will not automatically increase the Sub-limit of Insurance for Soft Costs by more than the increase percentage shown on the Declarations.

Expenses for Reducing Your Loss

We will also pay any expenses you have that actually reduce your *loss* (except expenses for putting out a fire). But, the amount we pay for these expenses may not total more than the amount by which they reduce in *loss*.

Civil Authority

We will pay for Soft Costs *loses* you sustain as a result of a *delay in the completion date* of the insured project, caused by action of civil authority that prohibits access to the location(s) described in the Declarations due to direct physical *loss* to property, other than at the described location(s), caused by or resulting from a Covered Cause of Loss. This coverage will apply for a period of up to thirty (30) days from the date of that action.

Utility Services

We will pay for the actual loss of Business Income you sustain as a result of a *delay in the completion date* of the insured project, caused by or resulting from direct physical *loss* by a Covered Cause of Loss to utility property supplying the *project site* with power and other services. The *loss* must be away from the project site. This coverage will not apply to *loss* to overhead transmission lines.

Deductible

We will not pay a *loss* for *Soft Costs* until the adjusted claim exceeds the deductible shown on the Declarations:

If a dollar amount is shown on the Declarations, we will subtract this amount from the amount of the adjusted claim. This will be done for each *occurrence*.

If a number of days is shown on the Declarations, that number of consecutive days must expire before we cover your loss of Business Income. The calculation of days begins with the date of *loss*. Any loss of Business Income during those days is not included as part of the calculation of your Business Income loss.

The deductible period for Civil Authority is seven (7) days beginning on the date of the action by the civil authority.

Additional Exclusions

We will also not pay for *loss* caused by or resulting from:

1. Delay caused by strikers, or anyone else at a covered location, interfering with efforts to repair damage or resume business;
2. Damages for breach of contract, late or non-completion of orders, or for any penalties of any nature;
3. The suspension, lapse or cancellation of any lease, license, contract or order;
4. The unavailability of funds for repair or reconstruction;
5. The unavailability of subcontractors;
6. Faulty workmanship, faulty process, defective materials, or faulty construction methods;

7. Errors, omissions, or defects in the design, drawings or planning of the building or structure; or
8. Any change orders that you initiate that not are the result of an ordinance or law.

Ordinance or Law Coverage Limitation

If Ordinance or Law Coverage is endorsed onto this policy and the enforcement of any ordinance or law:

1. Regulating the construction, use or repair, or requires the tearing down of any property; or
2. Requires any you or others to test for, monitor, *clean-up*, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of *pollutants*;

causes an additional *delay in the completion date* that would not have occurred except for the addition of this coverage, the most we will pay for under this endorsement is an additional delay of up to thirty days. If the additional delay is more than 30 days, we won't pay for the period beyond 30 days.

If Ordinance or Law Coverage is not endorsed onto this policy, the following additional exclusion applies to this coverage:

9. The enforcement of any ordinance or law that:
 - a. Regulates the construction, use or repair, or requires the tearing down of any property; or
 - b. Requires any you or others to test for, monitor, *clean-up*, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of *pollutants*.

Additional Condition

It is a condition of this coverage that, in the event of a *loss*, you will make every attempt to reduce the resultant *delay in the completion date* of business by:

1. Making complete or partial use of the Covered Property or other properties at the scheduled location or another location;
2. Making use of other machinery, equipment, supplies;
3. Minimizing any interference with the construction schedule to avoid or reduce any resulting delay; or
4. Doing everything you reasonably can to minimize the *loss*.

Additional Definitions

Delay in the completion date means the period of time between the scheduled completion date and the date the insured project is actually completed or should have been completed with reasonable speed and similar quality.

Period of Indemnity means the time period shown on the Declarations. The *period of indemnity* begins after the expiration of the deductible period, if the deductible is a number of days, and will not be limited or otherwise affected by the expiration, cancellation or termination of the policy to which this endorsement is attached.

All other terms and conditions remain unchanged.

TESTING EXCLUSION

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period To	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUILDERS RISK XTRA COVERAGE FORM

The following exclusion is added to Paragraph B.1., Exclusions:

i. *Testing.*

Testing means any startup, commissioning or operation of Covered Property, including the checking of any plant or machinery or a component part thereof under load or operational conditions, including the use of feedstock or other materials for processing or other media to simulate working conditions and in the case of electrical motors, electrical generating, transforming, converting or rectifying plant or machinery, connection to a grid or other load circuit.

Testing begins with the introduction into Covered Property of feedstock or similar media for processing and handling, first firing of fuels or the commencement of energy supply to a system, whichever first occurs. *Testing* shall continue, whether or not such startup, commissioning or operation is continuous or intermittent, and terminate on the expiration of the policy to which this endorsement is attached.

All other terms and conditions remain unchanged.

TESTING LIMITATION

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period To	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUILDERS RISK XTRA COVERAGE FORM

We will pay for direct physical *loss* to Covered Property caused by or resulting from *testing*.

Sub-limit of Insurance

The most we will pay for *loss* in any one *occurrence* caused by or resulting from *testing* is:

\$ _____ .

This Sub-limit of Insurance is part of and not in addition to the Occurrence Limit of Insurance shown on the Declarations.

The deductible amount for *loss* caused by or resulting from *testing* is \$ _____ .

Testing means any startup, commissioning or operation of Covered Property, including the checking of any plant or machinery or a component part thereof under load or operational conditions, including the use of feedstock or other materials for processing or other media to simulate working conditions and in the case of electrical motors, electrical generating, transforming, converting or rectifying plant or machinery, connection to a grid or other load circuit.

Testing begins with the introduction into Covered Property of feedstock or similar media for processing and handling, first firing of fuel, or the commencement of energy supply to a system, whichever first occurs. *Testing* shall continue, whether or not such startup, commissioning or operation is continuous or intermittent, and terminate on the expiration of the policy to which this endorsement is attached.

Testing of the following types of machinery and equipment is not covered:

1. Any prototype or developmental machinery or equipment;
2. Used machinery and equipment.

In order for *testing* to be covered, the following conditions must be met. If they are not, we will not pay for *loss* caused by or resulting from any *testing*:

1. All specified protective materials, systems and instrumentation are installed and activated;
2. No supervisory or safety system has been deliberately circumvented unless such circumvention is necessary for the conduct of testing activities as recommended by written testing procedures and/or manufacturer's specifications and provided that such circumvention does not extend beyond that necessary for conduct of testing activities.

All other terms and conditions remain unchanged.



BUILDERS RISK XTRA DECLARATIONS

Policy Number:
Named Insured & Mailing Address

Company Name:
Producer's Name & Address

I. General Policy Information

Business Description:

When Coverage Begins:

12:01am Local Time at the
Named Insured's Address

When Coverage ends:

12:01am Local Time at the
Named Insured's Address

In return for the payment of premium and subject to all the terms and conditions of this policy, we agree to provide the insurance as stated in the policy.

II. Project Description

Description:

Project Site:

III. Limits of Insurance

Occurrence Limit of Insurance

The most we will pay for all *loss* resulting from all Covered Causes of Loss in any one *occurrence* is: \$

Sub-limits of Insurance

The Sub-limits of Insurance below are the most we will pay for loss in any one occurrence for the coverage or Coverage Extension. The Sub-limits of Insurance are part of and not in addition to the Occurrence Limit of Insurance shown above.

	Sub-limits of Insurance
New Construction	\$
Temporary Structures	\$
Property in Transit	\$
Not exceeding in any one conveyance	\$
Property in Temporary Storage or Staging Areas	\$



	Sub-limits of Insurance
Existing Buildings or Structures	\$
Coverage Extensions	
Debris Removal	\$
Protection of Property	\$
Protection Service Charges	\$
Fire Protection Systems	\$
Valuable Papers and Records	\$
Installed Trees and Shrubs	\$
Expediting Expense	\$
Loss Data Preparation Costs	\$
Contract Penalty	\$
Furniture and Fixtures	\$
Construction and Office Trailers	\$

Ordinance or Law Coverage

	Sub-limits of Insurance
Coverage A	\$
Coverage B	\$
Coverage C	\$
All Ordinance or Law Coverages in any one <i>occurrence</i>	\$

Soft Costs

Soft Costs Categories	Sub-limit of Insurance
-----------------------	------------------------

The most we will pay for all Soft Costs in any one occurrence is \$

However, we will not pay more than the Sub-limit of Insurance shown below for each covered category of Soft Costs

1. Advertising and promotional expenses;	\$
2. Architectural and/or engineering supervisory services and consulting fees;	\$
3. Audit and bookkeeping services;	\$



4. Commissions or fees for the renegotiation of leases;	\$
5. Fees for licenses and permits;	\$
6. Insurance premiums for the Builders Risk, Workers' Compensation and General Liability Insurance;	\$
7. Interest on the construction loan;	\$
8. Realty taxes and other assessments;	\$
9. Rental or lease expense of construction equipment;	\$
10. Legal and accounting fees.	\$
11. Other	\$
12. Other	\$

The Period of Indemnity for Soft Costs is:

Business Income

The most we will pay for loss of Business Income in any one occurrence is: \$

The Period of Indemnity for Business Income is:

Loss of Rents

The most we will pay for Loss of Rents in any one occurrence is: \$

The Period of Indemnity for Loss of Rents is:

Annual Aggregate Sub-limits of Insurance

If a Sub-limit of Insurance is shown below for the peril(s) of Earth Movement or Flood, the exclusion(s) for the specific peril(s) contained in the Builders Risk XTRA Coverage Form is(are) deleted.

The aggregate Sub-limits of Insurance below for the perils of Flood, Earth Movement and Named Windstorm are the most we will pay in any one occurrence and during a policy year for all coverage(s) and coverage extensions, including Soft Costs, Business Income and Loss of Rents, in or endorsed on this policy.

The aggregate Sub-limit of Insurance below for Pollutant Clean Up is the most we will pay in any one occurrence and during a policy year.

Flood	Per Occurrence	\$
	Annual Aggregate	\$
Earth Movement	Per Occurrence	\$
	Annual Aggregate	\$
Named Windstorm	Per Occurrence	\$
	Annual Aggregate	\$
Pollutant Clean Up	Per Occurrence	\$
	Annual Aggregate	\$

Escalation Clauses



New Construction Escalation Clause	%
Soft Costs Escalation Percentage	%

IV. Premium

Premium	\$
---------	----

Minimum Premium	\$
-----------------	----

Reporting

Reporting Period	
------------------	--

Reporting Basis	Rate
-----------------	------

Completed Value	\$
-----------------	----

Values at Risk	\$
----------------	----

Values Installed	\$
------------------	----

Other	\$
-------	----

Deposit Premium	\$
-----------------	----

Minimum Premium	\$
-----------------	----

V. Deductible

The deductible applicable to all <i>losses</i> in any one <i>occurrence</i> :	\$
---	----

Except:

Earth Movement	%
	\$

Flood	%
	\$

Named Windstorm	%
	\$

Where a percentage amount is shown in the Earth Movement, Flood or Named Windstorm deductibles, the deductible amount shall be the greater of the dollar amount shown or the stated percentage of the total insured *values at risk at time of loss*.

Other	\$
-------	----

Other	\$
-------	----



Soft Costs

Dollar amount \$

Number of days

Business Income

Dollar amount \$

Number of days

Loss of Rents

Dollar amount \$

Number of days

VI. Mortgage & Loss Payee

Name & Address

Interest in Covered Property

VII. Attached Forms

These declarations, the forms attached and all endorsements attached and issued on or after the effective date constitute the Policy.

Date:

Authorized Representative



BUILDERS RISK XTRA COVERAGE FORM

General Information

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the *Named Insured* shown in the Declarations. The words "we", "us", and "our" refer to the Company providing the insurance.

Other words and phrases that appear in italics have special meanings. Refer to the DEFINITIONS section in this Coverage Form.

A. Coverage

We will pay for direct physical *loss* to Covered Property from any of the Covered Causes of *Loss*.

1. Covered Property, as used in this coverage form means:

The project described on the Declarations during the course of construction, reconstruction or renovation at the *project site*.

Covered Property includes:

- a. Property of every kind and description intended to become a permanent part of the building or structure described in the Declarations. This may be your property or the property of others for which you are liable and in your care, custody or control. This property includes building excavations and foundations; grading and filling; permanent fencing; sidewalks, curbs, gutters, streets, parking lots and other paved surfaces; and other permanent structures;
- b. If not covered by other insurance and if values are reported to us for premium calculation, *temporary structures* on site, including cribbing, scaffolding and construction forms.
- c. Property in transit, including in transit via the inland waterways of the United States and Canada, that is intended to become a permanent part of the building or structure described in the Declarations, provided a separate Sub-limit of Insurance is shown for such coverage in the Declarations.
- d. Property in temporary storage or staging areas, away from the *project site* intended to become a permanent part of the building or structure described in the Declarations, provided a separate Sub-limit of Insurance is shown for such coverage in the Declarations.
- e. Existing building(s) or structure(s) if the project is a renovation or reconstruction, provided a separate Sub-limit of Insurance is shown for such coverage in the Declarations.

2. Property Not Covered

Covered Property does not include:

- a. Land (including land on which the project is located) or water;
- b. Accounts, bills, currency, deeds, evidences of debt, money, notes or securities;



- c. Property while airborne except while in transit;
- d. Property while waterborne except while in transit
- e. Machinery, tools or equipment not intended to become a permanent part of the project described on the Declarations;
- f. Property in storage that is not specifically designated or identified for the project described on the Declarations;

3. Covered Causes of Loss

This policy covers risks of direct physical *loss* to the Covered Property, except those causes of *loss* listed in the Exclusions.

4. When Coverage Begins and Ends

Coverage will begin on the date shown on the Builders Risk Declarations and will end on the earliest of the following:

- a. When your financial interest in the project ends;
- b. When the purchaser accepts the project as complete
- c. The expiration date shown on the Declarations;
- d. The date the policy is cancelled;
- e. The date you abandon the construction;
- f. 60 days after a certificate of occupancy is issued.

5. Occupancy

You may occupy up to 50% of the square footage of the project for the purpose originally intended without our written consent. We may require additional premium if the hazard is increased. You agree that all planned fire protection and security systems will be installed and operational prior to and during such occupancy. You may also install and store machinery and equipment within a project and this will not be considered occupancy.

6. Coverage Extensions

The limit of insurance for each Extension of Coverage is a sub-limit and is part of and not in addition to the Occurrence Limit of Insurance shown on the Declarations.

a. Debris Removal Expense

We will pay your expenses to remove debris of Covered Property after a *loss*. Debris removal expenses will be paid only if they are reported to us within 180 days after the date of direct physical *loss*.

The most we will pay for expense for Debris Removal Expense in any one *occurrence* is the Sub-limit of Insurance for Debris Removal shown on the Declarations.

Debris Removal Expense does not apply to expense for:

- 1) The cost to extract *pollutants* from land, water or Covered Property;
- 2) The cost to remove, restore or replace polluted land, water or Covered Property;
- 3) The cost to transport polluted land, water or Covered Property to storage or decontamination sites.



b. Pollutant Clean Up

We will pay your expense to extract *pollutants* from land, water or Covered Property at the *project site* listed on the Declarations if the discharge, dispersal, seepage, migration, release or escape of the *pollutants* is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss first occurs.

This Coverage Extension does not apply to costs to test for, monitor or assess the existence, concentration or effects of *pollutants*. But we will pay for testing which is performed in the course of extracting the *pollutants* from the land or water.

The most we will pay for expense is the Sub-limit of Insurance shown on the Declarations for Pollution Clean Up for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

c. Protection of Property

If it is necessary to remove Covered Property from a *project site*, temporary storage, or staging area to preserve it from *loss* by a Covered Cause of Loss, we will cover direct physical *loss* to that property while it is being moved or while temporarily stored at another location.

You must tell us about the removal within ten (10) days of first moving such property or else no coverage will apply to the removed property.

The most we will pay for *loss* in any one *occurrence* is the Sub-limit of Insurance shown on the Declarations for the *project site* from which Covered Property was removed.

We will also pay up to \$25,000 for necessary additional expenses incurred as a result of moving the Covered Property to a temporary location to preserve Covered Property from a Covered Cause of Loss.

d. Protection Service Charges

We will pay up to the Sub-limit of Insurance shown on the Declarations in any one *occurrence* when a fire department, police department or other governmental authority is called to an project because of a loss by a Covered Cause of Loss to Covered Property, when these services charges are:

- 1) Assumed by contract or agreed to prior to *loss*; or
- 2) Required by local ordinance.

e. Fire Protection Systems

We will pay the actual expense you incur to recharge or refill any fire protection systems discharged in an attempt to save or protect Covered Property from *loss* by fire or explosion.

The most we will pay in any one *occurrence* for Fire Protection Services is the Sub-limit of Insurance shown on the Declarations.



f. Valuable Papers and Records

We will pay for *loss* to your valuable papers or records, such as blueprints, plans, drawings or data processing media caused by or resulting from a Covered Cause of Loss.

The most we will pay for loss in any one occurrence to research, replace or restore those valuable papers or records is the Sub-limit of Insurance shown on the Declarations.

g. Installed Trees and Shrubs

We will pay for *loss* to installed or planted trees and shrubs if they are damaged or destroyed by fire, lightning, explosion, riot or civil commotion, or an aircraft.

The most we will pay for loss in any one *occurrence* is the Sub-limit of Insurance for Installed Trees and Shrubs shown on the Declarations. The amount includes the cost of debris removal.

h. Expediting Expenses

We will pay the reasonable extra costs to make temporary repairs, and to expedite the permanent repair or replacement of the Covered Property which is damaged by a Covered Cause of Loss. The amount we will pay includes additional wages for overtime, night work, and work on public holidays and the extra costs of express freight or other rapid means of transportation.

The most we will pay in any one occurrence is the Sub-limit of Insurance for Expediting Expense shown on the Declarations.

i. Loss Data Preparation Costs

We will pay the reasonable and necessary costs or expenses you incur to prepare *loss* data required by policy conditions after a *loss* by a Covered Cause of Loss. This includes the cost of taking inventory, making appraisals and preparing other data to determine the extent of your covered *loss*.

This Additional Coverage does not include costs or expenses for:

- 1) Public Adjusters or any firm or entity acting in the capacity of a public adjuster, including their employees, agents, or representatives;
- 2) Legal and paralegal fees;
- 3) Claim consultants, insurance brokers or agents, or any person acting on behalf of a claim consultant or insurance broker or agent;
- 4) Costs associated with the negotiation or presentation of any claim or part of a claim that we have told you is in dispute or that we have denied;
- 5) Costs or expenses which are your normal overhead or operating expense;
- 6) Costs or expenses associated with trying to establish that a claim or part of a claim is covered by the policy.

The most we will pay in any one *occurrence* is the Sub-limit of Insurance for Loss Data Preparation Costs shown on the Declarations.



j. Contract Penalty

We will pay the contract penalties for non-completion of the project you are required to pay as a direct result of a Covered Cause of Loss to Covered Property. The penalties must be specified in the construction contract, signed prior to the start of construction.

The most we will pay in any one *occurrence* is the Sub-limit of Insurance for Contract Penalty shown on the Declarations.

k. Furniture and Fixtures

We will pay for loss to furniture and fixtures you place or install in the project. This property is covered while awaiting installation, during installation and after installation but only on the *project site*.

The most we will pay for *loss* in any one *occurrence* is the Sub-limit of Insurance for Furniture and Fixtures shown on the Declarations.

l. Office and Construction Trailers/Semi-trailers and their Contents

We will pay for *loss* to office and construction trailers/semi-trailers, and their contents that you own or are in your care, custody or control while in, on or within 1000 feet of the *project site* covered by this policy.

This coverage includes furniture and fixtures, but does not apply to *loss* of tools or other contractors equipment, jewels, jewelry, watches, stamps, deeds, letters of credit, documents, tickets, plans, blueprints, specifications or other valuable papers.

This insurance is excess over any other valid and collectible insurance available to the owner of the property.

The property covered by this Extension of Coverage will be valued at its *Actual Cash Value*.

The most we will pay for *loss* in any one *occurrence* is the Sub-limit of Insurance for Office and Construction Trailers shown on the Declarations.

m. Limited Coverage For Fungus, Wet Rot, Dry Rot or Bacteria

- 1) The coverage described below only applies when *fungus*, wet rot, dry rot or bacteria is the result of one or more of the following causes that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further *loss* at the time of and after the *occurrence*.

Explosion; windstorm or hail; smoke; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; *water damage*.

To the extent that limited coverage is provided for *fungus*, wet rot, dry rot or bacteria with respect to loss or damage by a Cause of Loss other than fire or lightning, we will not pay for loss or damage caused by or resulting from continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 or more consecutive days.



- 2) The term loss or damage under this Coverage Extension for *fungus*, wet rot, dry rot or bacteria means:
 - a) Direct physical loss or damage to Covered Property caused by *fungus*, wet rot, dry rot or bacteria, including the cost of removal of the *fungus*, wet rot, dry rot or bacteria;
 - b) The cost to tear out and replace any part of Covered Property as needed to gain access to the *fungus*, wet rot, dry rot or bacteria; and
 - c) The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that *fungus*, wet rot, dry rot or bacteria are present.
- 3) The most we will pay for loss or damage under the coverage provided in m.1. is \$25,000. Regardless of the number of claims, this Sub-limit of Insurance is the most we will pay for the total of all loss or damage arising out of all occurrences described in m.1. which take place during the policy term. We will not pay more than a total of \$25,000 even if the *fungus*, wet rot, dry rot or bacteria continues to be present or active, or recurs, after the policy expiration.
- 4) The Limited Coverage provided does not increase the applicable Limit of Insurance on any Covered Property nor the Occurrence Limit of Insurance shown on the Declarations. If a particular occurrence results in loss or damage from *fungus*, wet rot, dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

If there is covered loss to Covered Property, not caused by *fungus*, wet rot, dry rot or bacteria, loss payment will not be limited by the terms of this limited coverage, except to the extent that *fungus*, wet rot, dry rot or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of the Limited Coverage.
- 5) 5)a) or 5)b), set forth below apply only if Business Income and/or Loss of Rents and/or Soft Cost coverage is provided in the Policy and applies to the described premises and only if the suspension of operations satisfies all terms and conditions of the applicable Business Income and/or Loss of Rents and/or Soft Cost endorsement(s).
 - a) If the loss which resulted in *fungus*, wet rot, dry rot or bacteria does not in itself necessitate a suspension of operations, but such suspension is necessary due to loss to property caused by *fungus*, wet rot, dry rot or bacteria, then any payment, if applicable under Business Income and/or Loss of Rents and/or Soft Cost is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.
 - b) If a covered suspension of operations was caused by loss or damage other than *fungus*, wet rot, dry rot or bacteria but remediation of *fungus*, wet rot, dry rot or bacteria prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.
 - c) If the policy is endorsed to provide Ordinance Or Law Coverage with respect to property damage, Business Income or Loss of Rents or Soft Cost, we will not pay under the Ordinance Or Law Coverage for:
 - (1) Loss or damage sustained due to the enforcement of any ordinance or law that requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to the presence, growth, proliferation, spread or any activity of *fungus*, wet rot, dry rot or bacteria;
 - (2) The costs associated with the enforcement of any ordinance or law that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of *fungus*, wet rot, dry rot or bacteria.



B. Exclusions

1. We will not pay for *loss* caused directly or indirectly by any of the following. Such *loss* is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the *loss*.

- a. **Governmental Action**

Seizure or destruction of property by order of governmental authority.

But we will pay for *loss* caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

- b. **Nuclear Hazard**

- 1) Any weapon employing atomic fission or fusion; or
 - 2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the direct *loss* caused by that fire if the fire would be covered under this Coverage Form.

- c. **War And Military Action**

- 1) War, including undeclared or civil war;
 - 2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - 3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

- d. **Pollution**

Loss caused by or resulting from the presence, release, discharge or dispersal of *pollutants*.

- e. **Earth Movement**

- f. **Flood**

- g. **Utility Services**

The failure of power or other utility services supplied to the project, provided the failure occurs off of the *project site*.

But we will pay for *loss* which results from that failure.

Exclusions **B.1.a.** through **B.1.g.** apply whether or not the *loss* event results in widespread damage or affects a substantial area.

- h. **Fungus**

We will not pay for *loss* caused directly or indirectly by the presence, growth, proliferation or spread of *fungus*, wet rot, dry rot or bacteria. Such *loss* or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the *loss*.

But if *fungus*, wet rot, dry rot or bacteria results in:



Fire; lightning; explosion; windstorm or hail; smoke; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; *water damage*, we will pay for *loss* caused by that peril.

This exclusion does not apply:

- 1) When *fungus*, wet rot, dry rot or bacteria results from fire or lightning; or
- 2) To the extent that coverage is provided in the Coverage Extension – Limited Coverage For Fungus, Wet Rot, Dry Rot or Bacteria with respect to *loss* by a cause of loss other than fire or lightning.

2. We will not pay for *loss* caused by or resulting from the following:

- a. Delay, loss of market, loss of use or consequential loss of any kind.
- b. Shortage found upon taking inventory.
- c. Mysterious Disappearance.
- d. Unexplained *loss*.
- e. Dishonest or criminal act committed by:
 - 1) You, any of your partners, employees, directors, trustees, or authorized representatives;
 - 2) A manager or a member if you are a limited liability company;
 - 3) Anyone else with an interest in the property, or their employees or authorized representatives; or
 - 4) Anyone else to whom the property is entrusted for any purpose.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

This exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire or to acts of destruction by your employees. But theft by employees is not covered.

- f. Asbestos, including loss or clean-up caused by or resulting from asbestos or asbestos containing materials.
- g. Rain, sleet, ice or snow, all whether drive by wind or not, entering the interior of any Covered Property, unless:
 - 1) The exterior of Covered Property is complete; and
 - 2) Only if the exterior of Covered Property first sustains loss by a Covered Cause of Loss, through which rain, sleet, ice or snow enters.

The exterior of Covered Property is complete only when it has been constructed to a point that it is fully weather resistant and all of the final components of the exterior of the structure and its systems have been completely and permanently installed. The final components include but are not limited to:

- 1) The roof and roof drainage systems;
- 2) Exterior walls including siding;
- 3) Windows;
- 4) Doors;
- 5) Vents and ventilation systems;



6) Mechanical and electrical systems.

3. We will not pay for *loss* caused by or resulting from any of the following. But if a *loss* from a Covered Cause of Loss results, we will pay for the resulting *loss*.
- a. Wear and tear, inherent vice, hidden or latent defect, gradual deterioration, marring or scratching
 - b. Settling, subsidence, cracking, shrinking, or expansion;
 - c. Dryness or dampness of atmosphere;
 - d. Extremes or changes in temperature;
 - e. Animals and insects.
4. We will not pay for *loss* caused by or resulting from any of the following. But if a *loss* from a Covered Cause of Loss results, we will pay for the resulting *loss*:
- a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph B.1. Exclusions, to produce the *loss*.
 - b. Acts or decisions, including the failure to act or decide, of any person, group, organization or government body.
 - c. Faulty, inadequate or defective:
 - (1) Planning, zoning, development, surveying, siting;
 - (2) Design, process, construction methods, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, construction, renovation, or remodeling; or
 - (4) Maintenance;of part or all of any property on or off the described premises.

C. Limits of Insurance

The most we will pay for *loss* in any one *occurrence* is the applicable Limit of Insurance shown on the Declarations.

The aggregate Sub-limits of Insurance on the Declarations for the perils of Flood, Earth Movement and Named Windstorm are the most we will pay in any one occurrence and during a policy year for all coverage(s) and coverage extensions, including Soft Costs, Business Income and Loss of Rents, in or endorsed on this policy.

The aggregate Sub-limit of Insurance shown on the Declarations for Pollutant Clean Up is the most we will pay in any one occurrence and during a policy year.

The existence of one or more Additional Insureds will not increase any Limit or Sub-limit of Insurance.

D. Deductible

We will not pay for *loss* in any one *occurrence* until the amount of the adjusted *loss* exceeds the applicable deductible shown on the Declarations and/or any endorsements to this policy. We will then pay the amount of the adjusted *loss* in excess of the deductible up to the applicable Limit of Insurance.



If more than one deductible amount applies in a single occurrence, we will adjust *loss* in excess of the highest deductible amount.

If a percentage amount is shown for the deductible(s) of *earth movement, flood and named windstorm*, the percentage shall be applied against the *values at risk at time of loss*.

Deductibles for Business Income, Loss of Rents, or Soft Costs, if these coverages are endorsed on this policy, always apply separately and in addition to the deductible(s) shown on the Declarations for this coverage form.

E. Additional Conditions

The following conditions apply in addition to the Common Policy and Inland Marine Conditions.

1. Valuation

If the lost or damaged Covered Property is new construction, we will pay the actual cost of repairing, replacing, or rebuilding the property with materials of similar kind and quality.

If the lost or damaged Covered Property is in the process of renovation or reconstruction, we will pay:

- a. The *actual cash value* of the existing building(s) or structure(s) if covered by this policy; and
- b. The cost of labor and materials that have been added up to the time of *loss*.

We will include an additional 15% of the amount(s) above or the percentage for contractor profits and overhead included in the total value of the job you furnish us in calculating your premium, whichever is less. This does not apply to determining the value of existing structures, if covered.

We will pay the least of the following for loss to Covered Property valued at *actual cash value*:

- a. The *actual cash value* of Covered Property;
- b. The cost of reasonably restoring Covered Property to its condition immediately prior to the *loss*;
- c. The cost of replacing the property with substantially identical property.

2. Coinsurance Agreement

No coinsurance agreement applies to the coverage provided by this form.

You are required to submit the final completed value of the project to us within 60 days of the policy expiration date. If the final completed value varies by more than 5% of our Occurrence Limit of Insurance, we will charge you or return to you the appropriate additional or return premium. Additional or return premiums of less than \$250 will be waived.

3. Mortgage Holders

The entities listed on the Declarations and designated as a mortgage holders are added to this policy for the project covered by this policy, subject to the following terms and conditions:



The term mortgage holder includes trustee.

- a. We will pay for covered *loss* to buildings or structures to each mortgage holder shown in the mortgage holder schedule in their order of precedence, as interests may appear.
- b. The mortgage holder has the right to receive *loss* payment even if the mortgage holder has started foreclosure or similar action on the building or structure.
- c. If we deny your claim because of your acts or because you have failed to comply with the terms of this policy, the mortgage holder will still have the right to receive *loss* payment if the mortgage holder:
 - 1) Pays any premium due under this policy at our request if you have failed to do so.
 - 2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
 - 3) Has notified us of any change in ownership, occupancy, or substantial change in risk known to the mortgage holder.

All terms of this policy will then apply directly to the mortgage holder.

- d. If we pay the mortgage holder for any *loss* and deny payment to you because of your acts or because you have failed to comply with the terms of this policy:
 - 1) The mortgage holder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
 - 2) The mortgage holder's right to recover the full amount of the mortgage holder's claim will not be impaired.

At our option, we may pay to the mortgage holder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- e. If we cancel this policy, we will endeavor to give written notice to the mortgage holder at least:
 - 1) 15 days before the effective date of cancellation, if we cancel for your non-payment of premium; or
 - 2) 60 days before the effective date of cancellation, if we cancel for any other reason.
- f. If we do not renew the policy, we will endeavor give written notice to the mortgage holder at least 60 days before the expiration date of this policy. Our failure to provide notice to the mortgage holder will not invalidate our non-renewal.

4. Transfer of Rights of Recovery to Us

If we pay a claim under this policy, we are assigned, to the extent of our payment, your related rights of recovery against all other liable people and/or entities. You have an obligation to fully cooperate with us in enforcing these assigned rights. You may not waive these rights you assign to us after the *loss* occurs. You agree to sign any papers, deliver them to us, and do anything else that is necessary to help us exercise our rights.

You have a limited right to waive your rights against another party before the *loss* occurs. With the exception of the liability of Architects and Engineers for professional errors and omissions, and the liability of manufacturers, suppliers and sellers of goods for product liability, defects in



design and manufacture, warranties and guarantees, you may otherwise waive your rights against another party in writing prior to *loss* to Covered Property.

Waivers pre-*loss* that are in accordance with these terms will not restrict or limit your insurance.

5. Loss Payees

The entities listed on the Declarations and designated as a Loss Payee are added to this policy for the project covered by this policy, subject to the following terms and conditions:

We will adjust a loss by a Covered Cause of Loss with you and the Loss Payee(s) shown on the Declarations and we will pay you and the Loss Payee(s), up to their interest in Covered property, the amount we owe, if anything.

6. Contractual Additional Insureds

The following are added as Additional Insureds under this policy but only to the extent required by a written contract or sub-contract for the project covered by this policy, executed prior to the date of *loss*, and only as their respective interests may appear in Covered Property:

- a. Owners;
- b. Contractors and sub-contractors of every tier; and
- c. Any other individual or entity specified in such contract or sub-contract.

F. Definitions

1. *Loss* means accidental *loss* or damage.
2. *Occurrence* means all *loss* attributable directly or indirectly to one cause, event, incident or repeated exposure to the same cause, event or incident, or to one series of similar causes, events, incidents or repeated exposures to the same cause, event or incident first occurring in the policy period. All such *loss* will be treated as one *occurrence* irrespective of the period of time or area over which such *loss* occurs, unless a specific period of time is included in this policy. The most we will pay for *loss* in any one *occurrence* is the applicable Limit of Insurance shown on the Declarations.

Each physical *loss* caused by earth movement and/or flood, if these are covered perils, will constitute a single *occurrence*. If more than one earth movement and/or flood occurs within any period of (72) hours during the term of this policy, you may elect the moment when the (72) hours of coverage will begin.

We will not pay for *loss* caused by or resulting from any earth movement or flood first occurring before the inception date and time of this policy, or for any *loss* first occurring after the expiration date and time of this policy.

3. *Pollutant* means any solid, liquid, gaseous or thermal irritant or contaminant, including vapor, fumes, acids, soot, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
4. *Earth movement* means earthquake, landslide, mudslide, mudflow, volcanic eruption, earth sinking (other than sinkhole collapse), rising, shifting, mine subsidence, or other earth movement, whether observable or not observable, and whether man-made or caused by natural phenomena.



5. *Flood* means a general and temporary condition during which the surface of normally dry land is partially or completely inundated, which arises from:
- a. Rain and resultant runoff
 - b. The rising, overflow or breach of any boundary of a natural or man-made body of water; or
 - c. Waves, tides, tidal waves or movements, storm surge, tsunami, or spray from any of these, whether driven by wind or not.

Flood does not mean the accumulation of water from any source on a roof or other surface of a building, dwelling or structure.

6. *Actual cash value* means the replacement cost at the time of *loss*, of the property damaged or destroyed, less depreciation.
7. *Project site* means the legal address on which Covered Property is being built, renovated, or reconstructed.
8. *Temporary structure* means cribbing, scaffolding, construction forms and other similar property.
9. *Water damage* means any *loss* from water except *loss* caused by or resulting from *flood*.
10. *Named windstorm* means any windstorm or weather disturbance assigned a name by the National Weather Service, Insurance Service Offices, or any other recognized meteorological authority.
11. *Fungus* means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.
12. *Specified cause of loss* means: fire, lightning, explosion, windstorm or hail, smoke, aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice, or sleet; *water damage*.
13. *Values at risk at time of loss* means the value of all Covered Property, at the location(s) damaged in the *loss*, on the date of *loss*.

RAIN, SNOW, ICE OR SLEET LIMITED COVERAGE ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period To	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUILDERS RISK XTRA COVERAGE FORM

Exclusion B.2.g. is deleted in its entirety.

If the exterior of Covered Property is complete, we will pay for *loss* caused by or resulting from rain, sleet, ice or snow, whether driven by wind or not, entering the interior of Covered Property, provided the exterior of Covered Property first sustains *loss* by a Covered Cause of Loss, through which rain, sleet, ice or snow enters.

The exterior of Covered Property is complete only when it has been constructed to a point that it is fully weather resistant and all of the final components of the exterior of the structure and its systems have been completely and permanently installed. The final components include but are not limited to:

- 1) The roof and roof drainage systems;
- 2) Exterior walls including siding;
- 3) Windows;
- 4) Doors;
- 5) Vents and ventilation systems;
- 6) Mechanical and electrical systems.

Sub-Limits of Insurance

The most we will pay for *loss* in any one *occurrence* for interior damage to Covered Property with a completed exterior is \$ _____ .

This Sub-limit of Insurance is part of and not in addition to the Occurrence Limit of Insurance shown on the Declarations.

If the exterior of Covered Property is not complete, the most we will pay for *loss* in any one *occurrence* caused by or resulting from rain, sleet, ice or snow, whether driven by wind or not, entering the interior of Covered Property, is \$ _____ .

This Sub-limit of Insurance is part of and not in addition to the Occurrence Limit of Insurance shown on the Declarations.

The deductible amount applicable to *loss* when the exterior of Covered Property is not complete is \$ _____. If the exterior is complete, the deductible amount applicable to *loss* will be the deductible applicable to all *losses*.

If more than one building or structure is covered by this policy, the terms and conditions of this endorsement apply separately to each building or structure.

All other terms and conditions remain unchanged.



HIGH VALUED HOME BUILDERS RISK DECLARATIONS

Policy Number:

Named Insured and Mailing Address:

Company Name:

Producer's Name & Address

I. General Policy Information

Policy Period:

Business Description:

When Coverage Begins:

12:01 a.m. Local Time at the
Named Insured's Address

When Coverage Ends:

12:01 a.m. Local Time at the
Named Insured's Address

**In return for the payment of premium and subject to all the terms and conditions of this policy,
we agree to provide the insurance as stated in the policy.**

II. Project Description and Location

III. Limits of Insurance

Occurrence Limit of Insurance

The most we will pay for all *loss* resulting from all Covered Causes of Loss in any one *occurrence* is:
\$

Sub-Limits of Insurance

**The Sub-limits of Insurance below are part of, and not in addition to the Occurrence Limit of
Insurance shown above.**

Automatic Extensions of Coverage

Debris Removal	\$
Pollutant Clean-Up	\$
Fire Department Surcharge	\$
Expediting Expense	\$
Removal	\$



Loss Data Preparation Costs	\$
Increased Cost of Construction	\$
Valuable Papers & Records	\$

Soft Costs Endorsement

If the Soft Costs endorsement is attached to the policy, the following additional Sub-limits of Insurance are made part of the policy. These Sub-limits of Insurance below are part of, and not in addition to the Occurrence Limit of Insurance shown above.

Soft Costs Categories	
Architectural and/or Engineering supervisory and consulting fees;	\$
Audit and bookkeeping services	\$
Fees for licenses or permits	\$
Insurance premiums for Workers Compensation, General Liability and Builders Risk insurance	\$
Interest on construction loans	\$
Realty taxes and other assessments	\$
Rental or lease expense for construction equipment	\$
Marketing	\$
Other:	\$
All Soft Cost categories combined in any one loss	\$

IV. Deductibles

The deductible applicable to all losses except as shown below:	\$	
The deductible applicable to Soft Costs	\$	Days

V. Premium

Total Premium	\$
Minimum Earned Premium	\$



VI. Coinsurance Percentage

%

VII. Attached Forms

These Declarations, the forms attached and all the endorsements attached and issued on or after the effective date constitute the policy.

Date: _____

Authorized Representative



High Valued Home Builders Risk Coverage Form

General Information

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the *Named Insured* shown in the Declarations. The words "we", "us", and "our" refer to the Company providing the insurance.

Other words and phrases that appear in italics have special meanings. Refer to the Definitions section in this Coverage Form.

A. Coverage

We will pay for direct physical *loss* to Covered Property from any of the Covered Causes of *Loss*.

1. Covered Property means materials, supplies, equipment, appliances, components, electronics and other property of every kind and description that will become your home at the location described on the Declarations, including:

- a. Temporary structures on the building site, including cribbing, scaffolding and construction forms, if you are responsible for them;
- b. Covered Property intended to become a part of your home while in the due course of transit, if you are responsible for it; and
- c. Covered Property intended to become a part of your home while temporarily stored off the project site.

Covered Property includes fences and gates; outdoor lighting; pools, cabanas, and pump houses; barns, gazebos, and other out-buildings; trees, shrubs, plants, lawn and sod; boathouses, docks, berms, piers, wharves, bulwarks and breakwaters; flagpoles, fountains, driveways and walkways, and tennis courts; decks and patios; and other similar property, provided a value for these items is included in the completed value given to us before the beginning of this coverage or subsequently endorsed hereon.

2. Property Not Covered

Covered Property does not include:

- a. The value of land that existed before the beginning of the construction project
- b. *Automobiles*, watercraft (including its motor, equipment, and accessories), and aircraft;
- c. Contraband, or property in the course of illegal transportation or trade;



- d. Construction equipment, tools and machinery;
- e. Existing property at the construction site unless specifically endorsed hereon.

3. Covered Causes of Loss

This policy covers risks of direct physical *loss* to the Covered Property, except those causes of *loss* listed in the Exclusions.

4. Automatic Extensions of Coverage

The limit of insurance for each Extension of Coverage is a sub-limit and is part of, and not in addition to the Occurrence Limit of Insurance shown on the Declarations.

a. Debris Removal Expense

We will pay your expenses to remove debris of covered property after a *loss*. Debris removal expenses will be paid only if they are reported to us within 180 days after the date of direct physical *loss* or within 180 days of the end of this policy, whichever comes first.

The most we will pay for debris removal in any one *occurrence* is the sub-limit of insurance shown on the declarations.

Debris removal does not include expenses for:

- 1) The cost to extract *pollutants* from land, water or covered property
- 2) The cost to remove, restore or replace polluted land, water or covered property
- 3) The cost to transport polluted land, water or covered property to storage or decontamination sites.

b. Pollutant Clean Up

We will pay your expense to extract *pollutants* from land or water if the discharge, dispersal, seepage, migration, release or escape of the *pollutants* is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Coverage Extension does not apply to costs to test for, monitor or assess the existence, concentration or effects of *pollutants*. But we will pay for testing which is performed in the course of extracting the *pollutants* from the land or water.

The most we will pay under this Coverage Extension is the amount shown on the Declarations for pollution clean up for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

c. Fire Department Service Charge

We will pay up to the amount shown on the Declarations in any one *occurrence* for fire department service charges when a fire department is called to save or protect Covered Property from a Covered Cause of Loss, when these services charges are:

- 1) Assumed by contract or agreement prior to loss; or
- 2) Required by local ordinance.



d. Expediting Expenses

We will pay the necessary and reasonable extra costs you incur to:

- 1) Make temporary repairs;
- 2) Expedite permanent repairs; and,
- 3) Expedite permanent replacement;

of Covered Property from a Covered Cause of Loss.

We will not pay Expediting Expenses for the permanent repair or replacement of Covered Property if the expenses would be covered elsewhere in this Coverage Form.

The most we will pay in any one *occurrence* is the amount shown on the Declarations for expediting expense.

e. Removal

If it is necessary to remove Covered Property from a covered location to preserve it from *loss* by a Covered Cause of Loss, we will pay for direct physical *loss* to that property while it is being moved or while temporarily stored at another location.

You must tell us about the removal within thirty (30) days of first moving such property or else no coverage will apply to the removed property.

The most we will pay for *loss* in any one *occurrence* is the limit of insurance shown on the Declarations for the covered location from which Covered Property was removed.

We will also pay up to \$25,000 for necessary additional expenses incurred as a result of moving the Covered Property to a temporary location to preserve Covered Property from a Covered Cause of Loss.

f. Loss Data Preparation Costs

We will pay the reasonable and necessary costs or expenses you incur to prepare *loss* data required by policy conditions after a *loss* by a Covered Cause of Loss. This includes the cost of taking inventory, making appraisals and preparing other data to determine the extent of your covered *loss*.

This Additional Coverage does not include costs or expenses for:

- 1) Public Adjusters or any firm or entity acting in the capacity of a public adjuster, including their employees, agents, or representatives;
- 2) Legal and paralegal fees;
- 3) Claim consultants, insurance brokers or agents, or any person acting on behalf of a claim consultant or insurance broker or agent;
- 4) Costs associated with the negotiation or presentation of any claim or part of a claim that we have told you is in dispute or that we have denied;
- 5) Costs or expenses which are your normal overhead or operating expense;
- 6) Costs or expenses associated with trying to establish that a claim or part of a claim is covered by the policy.

The most we will pay in any one *occurrence* is the amount for Loss Data Preparation Costs shown on the Declarations.



g. Increased Cost of Construction Due to Law or Ordinance

We will cover the increased cost to repair, replace or rebuild Covered Property after a *loss* caused by a Covered Cause of Loss. The increased cost must be due to a law or ordinance that was enacted after construction begins, but before the date of *loss* and that regulates the construction or repair of damaged buildings.

- 1) The property must be:
 - a. Rebuilt on the same premises;
 - b. Of like height, style and floor area; and
 - c. For a like occupancy.
- 2) The most we will pay is the lesser of the following amounts:
 - a. The amount shown on the Declarations, or
 - b. The minimum requirements of the law or ordinance that regulates the construction or repair of damaged buildings.

h. Valuable Papers and Records

If any of your valuable papers or records, such as blueprints, plans, drawings or data processing media are lost or damaged due to a Covered Cause of Loss, we will pay the cost you incur to research, replace or restore those valuable papers or records.

The most we will pay for *loss* in any one *occurrence* is the amount for Valuable Papers and Records shown on the Declarations.

B. Exclusions

1. We will not pay for *loss* caused directly or indirectly by any of the following. Such *loss* is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the *loss*.

a. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for *loss* caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

b. Nuclear Hazard

- 1) Any weapon employing atomic fission or fusion; or
- 2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the direct *loss* caused by that fire if the fire would be covered under this Coverage Form.

c. War and Military Action

- 1) War, including undeclared or civil war;
- 2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- 3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

d. Pollution

Loss caused by or resulting from the presence, release, discharge or dispersal of *pollutants*.



e. Earth Movement

f. Flood

Exclusions **B.1.a.** through **B.1.f.** apply whether or not the loss event results in widespread damage or affects a substantial area.

2. We will not pay for loss caused by or resulting from the following:

- a. Delay, loss of market, loss of use or consequential loss of any kind.
- b. Unexplained disappearance.
- c. Shortage found upon taking inventory.
- d. Dishonest or criminal act committed by:
 - 1) You, any of your partners, employees, directors, trustees, or authorized representatives;
 - 2) A manager or a member if you are a limited liability company;
 - 3) Anyone else with an interest in the property, or their employees or authorized representatives; or
 - 4) Anyone else to whom the property is entrusted for any purpose.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

This exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire or to acts of destruction by your employees. But theft by employees is not covered.

- e. Infestation, disease, freeze, drought and weight of ice or snow or any damage caused by insects or animals but only as respects trees, shrubs, plants, lawn or sod;

3. We will not pay for loss caused by or resulting from any of the following. But if a Covered Cause of Loss results, we will pay for the resulting loss.

- a. Wear and tear, inherent vice, hidden or latent defect, gradual deterioration, depreciation;
- b. Mechanical breakdown;
- c. Artificially generated electrical currents.
- d. Corrosion, rust, dampness, cold or heat.
- e. Error, omission or deficiency in design, plans, specifications, engineering or surveying;
- f. Faulty or defective workmanship, materials, equipment, or supplies.
- g. Settling, cracking, shrinking, expansion or contraction in foundation, walls, floors, slabs, patios, walkways, driveways, or roads.

C. Limits of Insurance

The most we will pay for loss in any one *occurrence* is the applicable Limit of Insurance shown on the Declarations.



D. Deductible

We will not pay for *loss* in any one *occurrence* until the amount of the adjusted *loss* exceeds the applicable deductible shown on the Declarations and/or any endorsements to this policy. We will then pay the amount of the adjusted *loss* in excess of the deductible up to the applicable Limit of Insurance.

If more than one property damage deductible applies to a single *occurrence* we will pay the amount of the adjusted *loss* in excess of the largest deductible up to the applicable limit of insurance.

E. Additional Conditions

The following conditions apply in addition to the Common Policy and Inland Marine Conditions.

1. Valuation

In the event of loss covered by this policy, we will settle a loss as follows:

- a. Property Under Construction – The cost to repair or replace the property lost or damaged at the time and place of loss with material of like kind and quality. If you do not replace lost or damaged Covered Property, then direct physical loss or damage shall be settled on the basis of Actual Cash Value with proper deduction for depreciation.
- b. Property of Others – Your cost or the Actual Cash Value, whichever is greater, including the contractor's labor charges.
- c. Temporary structures– The cost to repair or replace the property lost or damaged with material of like kind, quality and condition but if you do not replace this property, the Actual Cash Value.

2. Coinsurance Agreement

You agree to keep Covered Property insured for the percentage amount shown on the Declarations. If you do not, you will incur a penalty in the event of a loss.

The penalty is that we will pay only that portion of a loss that the Limit of Insurance for the item or items involved in the loss bears to the actual cash value of the item or items as of the date of loss.

3. When Coverage Begins and Ends

Coverage shall begin on the date shown on the Declarations and shall continue until the earliest of the following:

- a. The expiration date shown on the declarations
- b. The date you accept the property
- c. The date you occupy the property
- d. The date you abandon the project
- e. The expiration of your interest in the property

However, should you accept or occupy a portion of Covered Property prior to the expiration date shown on the Declarations, coverage on the portion of the project, which you have not accepted or occupied, will continue until one of the events shown in a. through e., above.



F. Definitions

1. *Actual Cash Value* means the replacement cost at the time of *loss*, of the property damaged or destroyed, less depreciation.
2. *Loss* means accidental loss or damage.
3. *Occurrence* means all *loss* attributable directly or indirectly to one cause, event, incident or repeated exposure to the same cause, event or incident, or to one series of similar causes, events, incidents or repeated exposures to the same cause, event or incident first occurring in the policy period. All such *loss* will be treated as one occurrence irrespective of the period of time or area over which such loss occurs, unless a specific period of time is included in this policy. The most we will pay for loss in any one occurrence is the applicable Limit of Insurance shown on the Declarations.
4. *Pollutants* means any solid, liquid, gaseous or thermal irritant or contaminant, including vapor, fumes, acids, soot, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
5. *Earth Movement* means earthquake, landslide, mudslide, mudflow, volcanic eruption, earth sinking (other than sinkhole collapse), rising, shifting, mine subsidence, or other earth movement.
6. *Flood* means the overflow from a stream or any other body of water. *Flood* also means surface water, waves, tidal waves or movements or spray from any of these, whether driven by wind or not.

**HIGH VALUED HOME BUILDERS RISK
INTERNATIONAL TRANSPORTATION ENDORSEMENT**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period To	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

HIGH VALUED HOME BUILDERS RISK COVERAGE FORM

If you tell us in writing prior to the inception of coverage, we will pay for loss to Covered Property while in transit from anywhere in the world to the location described on the Declarations.

We won't pay for Covered Property while in or in transit from any of the following countries:

Cuba, North Korea, Iran, Myanmar, Liberia, Syria, Sudan and any other OFAC sanctioned country.

The most we will pay for loss in any one occurrence for the coverage provided by this endorsement is \$ _____.

The deductible amount for property covered by this endorsement is \$ _____.

All other terms and conditions remain unchanged.

HIGH VALUED HOME BUILDERS RISK SOFT COSTS ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period To	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

HIGH VALUED HOME BUILDERS RISK COVERAGE FORM

A. Coverage

We will pay your necessary Soft Costs, which would not have been incurred if not for a delay in the *completion date* of the Covered Property described in the Declarations. This delay must be caused by or be the result of a Covered Cause of Loss under the High Valued Home Builders Risk Coverage Form. All exclusions and conditions applicable under the High Valued Home Builders Risk Coverage Form also apply to this coverage.

Soft Costs means those expenses relating to Covered Property shown on the Declarations with a Sub-limit of Insurance.

1. Expenses for Reducing Your Loss

We will also pay any expenses you have that actually reduce your *loss* (except expenses for putting out a fire). But, the amount we pay for these expenses may not total more than the amount by which they reduce in *loss*.

2. Civil Authority

We will pay for Soft Costs *loses* you sustain caused by action of civil authority that prohibits access to the location(s) described in the Declarations due to direct physical *loss* to property, other than at the described location(s), caused by or resulting from a Covered Cause of Loss. This coverage will apply for a period of up to two consecutive weeks from the date of that action.

B. Limits of Insurance

The most we will pay for *loss* in any one *occurrence* for Soft Costs is the Sub-limit of Insurance for Soft Costs shown on the Declarations. However, we will not pay more than the Sub-limit of Insurance for an individual category of Soft Costs.

C. Deductible

If a dollar amount is shown for the deductible on the Declarations, we will pay the amount of Soft Costs we owe you after deducting the dollar amount from the adjusted claim. We will do this each time there is a loss.

If a number of days is shown for the deductible on the Declarations, that number of consecutive days, beginning with the date of loss, must expire before we will cover your Soft Costs. This period of days applies to each Soft Costs *loss*.

D. Additional Exclusions

The following exclusions apply in addition to the Exclusions found in the High Valued Home Builders Risk Coverage Form to which this endorsement is attached.

We will not pay for your *loss* caused by or resulting from:

1. Delay caused by strikers, or anyone else at a covered location, interfering with efforts to repair damage or resume business;
2. Damages for breach of contract, late or non-completion of orders, or for any penalties of any nature;
3. The suspension, lapse or cancellation of any lease, license, contract or order;
4. The unavailability of funds for repair or reconstruction;
5. The unavailability of subcontractors;
6. Faulty workmanship, defective materials, or faulty construction methods;
7. Errors, omissions, or defects in the design, drawings or planning of the building or structure;
8. The enforcement of any ordinance or law that:
 - a. Regulates the construction, use or repair, or requires the tearing down of any property; or
 - b. Requires any you or others to test for, monitor, *clean-up*, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of *pollutants*; or
9. Any change orders that you initiate that not are the result of an ordinance or law.

E. Additional Condition

It is a condition of this coverage that you make every effort to reduce the delay in completion after a *loss* by:

1. Making complete or partial use of the Covered Property or other properties at the scheduled location or another location;
2. Making use of other machinery, equipment, supplies;
3. Minimizing any interference with the construction schedule to avoid or reduce any resulting delay; or
4. Doing everything you reasonably can to minimize the *loss*.

F. Additional Definition

Completion date means the later of the original scheduled completion date in the construction contract or the date the structure would have been completed if a *loss* hadn't occurred. In no circumstance will the *completion date* predate the original scheduled completion date in the construction contract.

<i>SERFF Tracking Number:</i>	<i>ACEH-125952534</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>ACE American Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>08-CIM-2008018</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0000 Inland Marine Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>08-CIM-2008018</i>		
<i>Project Name/Number:</i>	<i>Builders Risk Coverage/08-CIM-2008018</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number:	ACEH-125952534	State:	Arkansas
First Filing Company:	ACE American Insurance Company, ...	State Tracking Number:	EFT \$50
Company Tracking Number:	08-CIM-2008018		
TOI:	09.0 Inland Marine	Sub-TOI:	09.0000 Inland Marine Sub-TOI Combinations
Product Name:	08-CIM-2008018		
Project Name/Number:	Builders Risk Coverage/08-CIM-2008018		

Supporting Document Schedules

Satisfied -Name:	Uniform Transmittal Document-Property & Casualty	Review Status:	Approved	01/05/2009
-------------------------	--	-----------------------	----------	------------

Comments:

Attachment:

NAIC Transmittal (Combined).pdf

Satisfied -Name:	Filing Memorandum	Review Status:	Approved	01/05/2009
-------------------------	-------------------	-----------------------	----------	------------

Comments:

Attachment:

FILING MEMORANDUM.pdf

Satisfied -Name:	Coverage Comparison	Review Status:	Approved	01/05/2009
-------------------------	---------------------	-----------------------	----------	------------

Comments:

Attachment:

BUILDERS RISK COVERAGE FORM COMPARISON[1].pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">New Business</div> <div style="width: 55%;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">Renewal Business</div> <div style="width: 55%;"></div> </div> f. State Filing #: g. SERFF Filing #: h. Subject Codes
---	---

3.	Group Name	Group NAIC #
	ACE INA	0626

4.	Company Name(s)	Domicile	NAIC #	FEIN #	State #
	ACE American Insurance Company	PA	22667	95-2371728	
	ACE Fire Underwriters Insurance Company	PA	20702	06-6032187	
	ACE Property & Casualty Insurance Co	CT	20699	06-0237820	
	Bankers Standard Insurance Company	PA	18279	59-1320184	
	Indemnity Insurance Company of North America	PA	43575	06-1016108	
	Insurance Company of North America	PA	22713	23-0723970	
	Pacific Employers Insurance Company	PA	22748	95-1077060	
	Westchester Fire Insurance Company	NY	21121	13-5481330	

5. Company Tracking Number	08-CIM-2008018
-----------------------------------	-----------------------

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Kathy S. Brumbelow 500 Colonial Center Parkway, Suite 200 Roswell, GA 30076	Sr. Regulatory Compliance Specialist	800-982-9826, ext. 4146	678-795-4170	kathy.brumbelow@ ace-ina.com
7.	Signature of authorized filer		<i>Kathy S. Brumbelow</i>		
8.	Please print name of authorized filer		Kathy S. Brumbelow		

Filing information (see General Instructions for descriptions of these fields)

9.	Type of Insurance (TOI)	09.0 Inland Marine		
10.	Sub-Type of Insurance (Sub-TOI)	09.0000		
11.	State Specific Product code(s)(if applicable)[See State Specific Requirements]			
12.	Company Program Title (Marketing title)	Commercial Inland Marine Builders Risk XTRA		
13.	Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)		
14.	Effective Date(s) Requested	New:	February 1, 2009	Renewal: February 1, 2009

Property & Casualty Transmittal Document---

15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)	N/A
17.	Reference Organization # & Title	N/A
18.	Company's Date of Filing	December 18, 2008
19.	Status of filing in domicile	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

20.	This filing transmittal is part of Company Tracking #	08-CIM-2008018
------------	--	----------------

21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
------------	--

We are filing the declarations, coverage form, and related endorsements for our new builders risk coverage. These forms replace the corresponding forms on the list concurrently with your approval of the new forms.

The purpose of this filing is to update our existing language, incorporate changes now commonly found in the marketplace in competitors' portfolios of products and to eliminate or correct various editorial issues.

This filing replaces only our Builders Risk XTRA coverage forms and endorsements and does not include the Completed Value forms and endorsements.

With these forms you will also find our new "green" building endorsements. These endorsements address various new exposures faced by the contractor and/or owner while building "green."

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<div style="margin-bottom: 20px;"> Check #: EFT Amount: \$50.00 </div> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>	

*****Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #				
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #				
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #				
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #				
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

COMMERCIAL INLAND MARINE

BUILDERS RISK COVERAGE

FILING MEMORANDUM

We hereby file the declarations, coverage form, and related endorsements for our new builders risk coverage. These forms will replace the corresponding forms on the list concurrently with your approval of the new forms.

The purpose of this filing is to update our existing language, incorporate changes now commonly found in the marketplace in competitors' portfolios of products and to eliminate or correct various editorial issues.

This filing replaces only our Builders Risk XTRA coverage forms and endorsements and does not include the Completed Value Forms and endorsements.

With these forms you will find our new "green" building endorsements. These endorsements address various new exposures faced by the contractor and/or owner while building "green."

The following forms are included in this filing:

ACE0233 (09/08) COMMON POLICY CONDITIONS – This is a revision of ACE0223 (01/06). A side-by-side comparison is enclosed.

ACE0226 (09/08) NEW PROJECT ENDORSEMENT – This is a revision of ACE0226 (06/05). A side-by-side comparison is enclosed.

ACE0278 (09/08) PROTECTIVE SAFEGUARDS – Requires that the insured provide certain safeguards and failing to provide them in certain circumstances will eliminate coverage.

ACE0412 (08/08) CONSERVATION AND ENERGY EFFICIENCY TAX CREDIT ENDORSEMENT – Provides coverage for loss of tax credits because of a loss to covered property caused by or resulting from a covered cause loss.

ACE0413 (08/08) DEBRIS REMOVAL EXPENSE ENDORSEMENT – Expands coverage to include costs to salvage and recycle materials.

ACE0414 (08/08) DELAY IN COMPLETION OF A PROJECT – Expands the delay period to include the period of time necessary to be recertified.

ACE0415 (08/08) ENHANCED LEED STANDARD ENDORSEMENT – Provides coverage for difference in LEED standards from when the project starts and when the loss occurs.

ACE0416 (08/08) RECERTIFICATION PROCESS ENDORSEMENT – Provides the additional costs to be recertified to LEED standard after a loss.

ACE0417 (08/08) REPAIR ENHANCEMENT ENDORSEMENT – Provides coverage for increased costs to repair a building with green materials.

ACE0425 (11/08) WATER DAMAGE ENDORSEMENT – Provides a sub-limit of insurance and separate deductible for loss caused by or resulting from water damage.

ACE0426 (09/08) BUILDING ESCALATION ENDORSEMENT – Provides an automatic increase up to a specified percentage should costs increase.

ACE0427 (09/08) BUSINESS INCOME ENDORSEMENT – Revision of BB-5W65 (01/05). A side-by-side comparison is enclosed.

ACE0428 (09/08) COVERAGE EXTENSION ENDORSEMENT – Provides and extension of term at existing rates and terms.

ACE0430 (09/08) EXCLUSION OF FUNGUS, WET ROT, DRY ROT OR BACTERIA – Eliminates coverage extension and adds expanded exclusion.

ACE0431 (09/08) INLAND MARINE CONDITIONS – Revision of BB-5W64a (03/05). A side-by-side comparison is enclosed.

ACE0432 (09/08) LOSS OF RENTS ENDORSEMENT – Revision of BB-5W66 (01/05). A side-by-side comparison is enclosed.

ACE0433 (09/08) MODIFIED FLOOD LIMITS OF INSURANCE ENDORSEMENT – Provides an occurrence limit rather than an aggregate limit of insurance for certain types of flood losses and clarifies how a combination of types of flood loss will be covered.

ACE0434 (09/08) NAMED INSURED ENDORSEMENT – Eliminates the Contractual Insured Additional Condition and states that only the named insured on the Declarations is insured.

ACE0435 (09/08) NAMED WINDSTORM ENDORSEMENT – Changes the limit of insurance to an occurrence sub-limit.

ACE0436 (09/08) NORMAL SETTLING AND SUBSIDENCE – Changes the exclusion to normal by any.

ACE0437 (09/08) ORDINANCE OR LAW ENDORSEMENT – Provides Ordinance or Law Coverage.

ACE0438 (09/08) PERMISSION TO OCCUPY – Eliminates the 50% limitation in the coverage form.

ACE0439 (09/08) REPORTING ENDORSEMENT – Provides the terms for how and when reports are to be made and how we will determine premium.

ACE0440 (09/08) SOFT COSTS ENDORSEMENT – Revision of BB-5W67 (01/05). A side-by-side comparison is enclosed.

ACE0441 (09/08) TESTING EXCLUSION – Eliminates loss caused by or resulting from testing.

ACE0442 (11/08) TESTING LIMITATION – Provides a sub-limit of insurance and separate deductible for loss by testing.

ACE0443 (09/08) BUILDERS RISK XTRA DECLARATIONS – Revision of BB-5W59 (12/2004). A side-by-side comparison is enclosed.

ACE0444 (09/08) BUILDERS RISK XTRA COVERAGE FORM – Revision of BB-5W60b (10-2005). A side-by-side comparison is enclosed.

ACE0445 (11/08) RAIN, SNOW, ICE OR SLEET LIMITED COVERAGE ENDORSEMENT - Eliminates the exclusion and provides a sub-limit of insurance and separate deductible.

We are also filing the declarations, coverage form and related endorsements for our new builders risk coverage for high valued homes. These forms are designed to be used for homes under construction, valued at more than \$3,000,000.

The forms will be used for single family homes but would include out-buildings, pools, fences, piers, driveways and the like, as described in the coverage form.

Also included are a Soft Costs endorsement and an extension of coverage for international coverage for property being imported to be used in the construction of covered property.

The forms included for high value homes are as follows:

ACE0347 (04/08) HIGH VALUED HOME BUILDERS RISK DECLARATIONS

ACE0348 (04/08) HIGH VALUED HOME BUILDERS RISK COVERAGE FORM – provides risks of direct physical loss to covered property by any of the covered causes of loss subject to the exclusions and other terms and conditions in the form.

ACE0349 (04/08) HIGH VALUED HOME BUILDERS RISK INTERNATIONAL TRANSPORTATION ENDORSEMENT – provides coverage for the transportation of property to be used in the construction of covered property from most places in the world to the construction site.

ACE0350 (04/08) HIGH VALUED HOME BUILDERS RISK SOFT COSTS ENDORSEMENT – provides optional coverage for indirect losses as specified in the form that are incurred as a result of a delay in the completion date of covered property.

BUILDERS RISK FILING**FORM COMPARISON**

ACE Builders Risk XTRA Coverage Form BB-5W60b (10 – 2005)	Builders Risk XTRA Coverage Form ACE0444 (09/08)
Covered Property Covered Property of every description intended to become a part of the building or structure described on the dec. including excavations. Includes property in temporary storage. Temporary structures on site Property in transit if a limit of insurance is shown See above See property not covered	 Property of the Insured and the property of others in the insured care, custody or control, intended to become a part of building or structure including excavations and foundations, grading and filing, permanent fencing, sidewalks, curbs, gutters streets, parking lots and other paved surfaces, and other structures; Same Same Property in temporary storage if a Sub-limit of Insurance is shown Existing structures if a Sub-limit of Insurance is shown on the Declarations
Property Not Covered Land Trees & Shrubs and antennas and wiring outside of buildings Property while airborne Property while waterborne except Inland Waterways Property while underwater Machinery and tools Vehicles licensed for highway use Property in storage not specifically designated Transmission lines, poles etc Existing structures unless listed On dec	 Same No limitation Covered while in transit otherwise the same Covered while in transit otherwise the same No limitation Same No limitation Same No limitation Same but included in Covered Property above

Coverage Begins and Ends	
<p>When financial interest ends; accepted; date on declarations; date policy is cancelled; date construction abandoned. Included in additional conditions</p>	<p>Same except adds 60 days after cert of occupancy issued.</p>
Occupancy	
<p>May not occupy more than 50% of sq ftg of project.</p>	<p>Same and insured agrees that all planned protection will be installed and operational during occupancy.</p>
Coverage Extensions	
<p>Debris Removal</p>	<p>Same</p>
<p>Pollutant Clean Up</p>	<p>Same</p>
<p>Preservation of property</p>	<p>Same</p>
<p>Collapse</p>	<p>No such clause</p>
<p>Fire Dept Service Charge</p>	<p>Expanded to include other services the insured might be charged for including police or other governmental authority.</p>
<p>Valuable Papers</p>	<p>Same</p>
<p>Installed Trees and Shrubs</p>	<p>Same</p>
<p>Expediting Expenses</p>	<p>Same</p>
<p>No such clause</p>	<p>Loss Data Preparation costs</p>
<p>No such clause</p>	<p>Contract Penalty</p>
<p>No such clause</p>	<p>Furniture and Fixtures</p>
<p>No such clause</p>	<p>Limited Fungus Coverage</p>
Exclusions	
Tier 1	
<p>Gov't Action, War, Nuclear, Earth Movement, Flood, Utility Service</p>	<p>Same</p>
<p>Ordinance or Law</p>	<p>No such exclusion</p>
<p>No exclusion</p>	<p>Pollution</p>
<p>In tier 2 exclusions</p>	<p>Fungus - limited</p>

Tier 2	
Delay, loss of use, consequential	Same
Penalties for non-completion	No such exclusion
Wear & tear	Same
Rust, corrosion, latent defect, any quality that causes property to damage or destroy itself	Same
Settling, subsidence, cracking, shrinking or expansion	Same
Dampness or dryness of atmosphere, changes or extremes of temperature, Marring or scratching, animals or insects	Same
Water or other liquids, powders	No such exclusion
Dishonest or criminal acts	Same but includes managers and members of LLCs
Mysterious disappearance, unexplained loss, shortage	Same
Collapse other than in Coverage Extension	No such exclusion
Asbestos	Same
Pollutants	In Tier 1 exclusions
Rain, snow, ice or sleet to interior	Same with definition of systems and complete
Tier 3	
Weather conditions	Same
Acts or decisions	Same
Faulty inadequate or defective planning, design, materials or maintenance	Same but adds construction process and construction methods
Deductible	
Per occurrence, single deductible applies and separate for SC, BI or LOR	Same but adds explanation of percentage deductible
Limits of Insurance	
Per occurrence and Coverage Extension	Per occurrence and explanation of aggregate limits for flood, earth movement, windstorm and pollution. Also the limits are not increased because there are multiple insureds.

Additional Conditions	
Valuation – replacement cost except actual cash value for existing structures	Same
When Coverage Begins and Ends	Included in Coverage see above
Coinsurance Agreement	Same
Occupancy Clause	Included in Coverage see above
No such clause	Mortgage Holders
No such clause	Transfer of Rights of Recovery to Us
No such clause	Loss Payees
No such Clause	Contractual Additional Insureds
Definitions	
Actual Cash Value	Same
Clean Up	Not defined
Collapse	Not defined
Earth Movement	Expanded definition including observable or not and man-made or not
Flood	Expanded definition to include what flood is not
Loss	Same
Occurrence	Same
Pollutants	Same
Premises	Project site used instead
Temporary Structure	Same
Theft	Not defined
Sinkhole collapse	Not defined
Specified Causes of Loss	Same
Water Damage	Same
Not defined	Named Windstorm
Not defined	Fungus

Not defined	Values at Risk at time of loss
-------------	--------------------------------

<i>SERFF Tracking Number:</i>	<i>ACEH-125952534</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>ACE American Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>08-CIM-2008018</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0000 Inland Marine Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>08-CIM-2008018</i>		
<i>Project Name/Number:</i>	<i>Builders Risk Coverage/08-CIM-2008018</i>		

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Supporting Document	Uniform Transmittal Document-Property & Casualty	12/17/2008	NAIC Transmittal Combined.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">New Business</div> <div style="width: 55%;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">Renewal Business</div> <div style="width: 55%;"></div> </div> f. State Filing #: g. SERFF Filing #: h. Subject Codes
---	---

3.	Group Name	Group NAIC #
	ACE INA	0626

4.	Company Name(s)	Domicile	NAIC #	FEIN #	State #
	ACE American Insurance Company	PA	22667	95-2371728	
	ACE Fire Underwriters Insurance Company	PA	20702	06-6032187	
	ACE Property & Casualty Insurance Co	CT	20699	06-0237820	
	Bankers Standard Insurance Company	PA	18279	59-1320184	
	Indemnity Insurance Company of North America	PA	43575	06-1016108	
	Insurance Company of North America	PA	22713	23-0723970	
	Pacific Employers Insurance Company	PA	22748	95-1077060	
	Westchester Fire Insurance Company	NY	21121	13-5481330	

5. Company Tracking Number	08-CIM-2008018
-----------------------------------	-----------------------

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Kathy S. Brumbelow 500 Colonial Center Parkway, Suite 200 Roswell, GA 30076	Sr. Regulatory Compliance Specialist	800-982-9826, ext. 4146	678-795-4170	kathy.brumbelow@ ace-ina.com
7.	Signature of authorized filer		<i>Kathy S. Brumbelow</i>		
8.	Please print name of authorized filer		Kathy S. Brumbelow		

Filing information (see General Instructions for descriptions of these fields)

9.	Type of Insurance (TOI)	09.0 Inland Marine		
10.	Sub-Type of Insurance (Sub-TOI)	09.0000		
11.	State Specific Product code(s)(if applicable)[See State Specific Requirements]			
12.	Company Program Title (Marketing title)	Commercial Inland Marine Builders Risk XTRA		
13.	Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)		
14.	Effective Date(s) Requested	New:	February 1, 2009	Renewal: February 1, 2009

Property & Casualty Transmittal Document---

15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)	N/A
17.	Reference Organization # & Title	N/A
18.	Company's Date of Filing	December 18, 2008
19.	Status of filing in domicile	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

20.	This filing transmittal is part of Company Tracking #	08-CIM-2008018
-----	---	----------------

21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
-----	--

We are filing the declarations, coverage form, and related endorsements for our new builders risk coverage. These forms replace the corresponding forms on the list concurrently with your approval of the new forms.

The purpose of this filing is to update our existing language, incorporate changes now commonly found in the marketplace in competitors' portfolios of products and to eliminate or correct various editorial issues.

This filing replaces only our Builders Risk XTRA coverage forms and endorsements and does not include the Completed Value forms and endorsements.

With these forms you will also find our new "green" building endorsements. These endorsements address various new exposures faced by the contractor and/or owner while building "green."

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<p>Check #: EFT Amount: \$50.00</p> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>	

*****Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #				
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #				
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #				
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #				
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1